

# **REQUEST FOR PROPOSALS**

**No. 10-01**

**TRANSIT SERVICE AND SUPPORT**

**NORTHWEST INDIANA  
REGIONAL BUS AUTHORITY**



## LEGAL NOTICE

### REQUEST FOR PROPOSALS

The Northwest Indiana Regional Bus Authority (RBA) is seeking proposals for the provision of local transit and the ADA complementary paratransit service from qualified vendors for the operations, maintenance and administration of transit services within and through the surrounding environs of the of Northwest Lake County. Vendors may submit proposals for either or both local transit or complementary paratransit services. Proposals will be considered separately. The term of the contracts being offered shall be four (4) years, in two, two (2) year increments beginning on July 1, 2010 through June 30, 2012, and July 1, 2012 through June 30, 2014 with one additional option year running subsequently until June 30, 2015.

**Proposals for the Local Transit Service** will be for the operations, management, and full maintenance of a service that includes eight (8) RBA provided buses and up to fifteen (15) additional accessible transit buses (including spares). Vendors **must** include a provision for transportation service for special events, emergency services, maintenance, safety and training in their proposals.

**Proposals for the ADA Complementary Paratransit Service** will be to provide curb-to-curb transportation services to those RBA qualified disabled individuals who cannot access the existing fixed-route system. The service will be provided for the same days and hours of operation as the fixed route system, for the duration of the contract. Services shall be provided pursuant to the regulations of the Americans with Disabilities Act, including 49 CFR Part 37. Proposals **must** include the supply of sufficient vehicles equipped with either a wheelchair lift, or, if low floor, a ramp for the transportation of qualified non-ambulatory individuals for the duration of the contract.

There will be a pre-proposal conference at 9:30 A.M. (local time) February 12, 2010, at the RBA Offices listed below. Vendors may optionally participate by conference call by dialing 888-361-9199 and when prompted entering 9554.

Sealed proposals will be received at the **office of the NWI Regional Bus Authority, 6100 Southport Road, Portage, IN 46368, until 4:00 P.M. (local time) March 26, 2010.** All proposals will be opened publicly and the names of the submitters will be read aloud at that time. The proposals will be evaluated and scored by a staff evaluation committee and a recommendation of award will be made to the RBA Board of Directors at a public board meeting.

All proposals must be on the RBA Form for Offer and accompanied by a fully executed non-collusion affidavit. The proposal must comply with all other requirements in the RFP; otherwise the proposal will be viewed as non-responsive.

Copies of the combined RFP for Local Transit Service and the Complementary Paratransit Service include instructions to Vendors, plans and specifications, as well as regulations and the requirements of the FTA, and are available to interested prospective Vendors by mail, email or in person.

If a contract is awarded for local transit service it will be a firm, fixed-price contract which shall be awarded to a responsible and responsive Vendor whose proposal conforms to the request for proposals, as specified in the in the Local Transit Service Section. The contract for ADA complementary paratransit services will be based on a vehicle hour or per trip cost as specified in the Complementary Paratransit Service section.

**The RBA reserves the right to accept or reject proposals without interviews, negotiate with selected vendors, or reject all proposals.**

Any correspondence, questions, or requests for proposal documents should be directed to:

Kenneth E. Dallmeyer  
Director of Planning and Transit  
NWI Regional Bus Authority  
6100 Southport Road  
Portage, IN 46368

219.762-4767  
219.764-3542 (Fax)  
[kdallmeyer@rba-nwi.org](mailto:kdallmeyer@rba-nwi.org)

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# **1. Instructions to Vendors**

## **1.1. Summary Scope of Work**

The Regional Bus Authority (RBA) will, effective January 1, 2010, assume responsibility for the public transportation services currently operated by the City of Hammond covering the cities of Hammond and Whiting, and portions of East Chicago, Highland, Munster and Chicago IL. Effective July 1, 2010, the RBA intends to enter into contracts with one or more service vendors to provide local transit and complementary paratransit services through this solicitation. Between January and July, 2010, the existing service provider contracts with the City of Hammond will be assumed by the RBA and essentially the existing services will continue until June 30, 2010.

The service, currently funded and managed by the City of Hammond, consists of a fixed-route bus system with complementary paratransit service known as the Hammond Transit System (HTS). The operational service area is approximately 25 square miles, and a population of approximately 83,000. The current service consists of five (5) fixed routes operated through a private service provider. Complementary paratransit service is currently provided by a separate taxicab service provider.

Concurrently with this solicitation, the RBA will finalize a restructured service plan through an extensive public consultation process. While changes in routes and schedules and service coverage are likely, the anticipated service will be of the magnitude of that described in Section 7, the Northwest Lake County Transportation Plan. Interested vendors should follow the progress of the planning consultations through emails that the RBA will regularly provide.

This Request for Proposals requests alternate proposals for service levels commensurate with the existing services and with planned restructured services for both local transit services and complementary paratransit services.

The term of the contracts being offered shall be for four (4) years, in two (2) year increments, with increment one beginning on July 1, 2010 and ending June 30, 2012, and increment two beginning on July 1, 2012 and ending June 30, 2014. An optional fifth year may be included from July 1, 2014 to June 30, 2015.

The RBA will accept proposals for the provision either of Local Transit Services or Complementary Paratransit Services or for both services at both the existing service and planned restructured service levels.

## 1.2. Contact Information

Vendors who are considering submitting a proposal in response to this RFP are requested to submit mail, fax and email contact information to:

Kenneth E. Dallmeyer  
Director Planning and Transit  
NWI Regional Bus Authority  
6100 Southport Road  
Portage, IN 46368  
219-762-4767  
219-764-3542 (fax)  
[kdallmeyer@rba-nwi.org](mailto:kdallmeyer@rba-nwi.org)

This will allow each vendor to receive updated information about the process, any changes or clarifications to the RFP, changes in deadlines or meeting dates and updates on service planning activities and decisions.

Each vendor should register for vehicle inspections and the pre-proposal conference with Mr. Dallmeyer.

## 1.3. Submission Instructions and Deadline

Proposals shall be enclosed in sealed envelopes, and directed to the Northwest Indiana Regional Bus Authority, 6100 Southport Road, Portage, IN 46368. The notations "Provision of Local Transit Service" or "Complementary Paratransit Service" or both notations shall appear on the outside of the envelope containing the proposal. All proposals must be hard copies. Provide ten (10) copies nine bound and one unbound for RBA reproduction. Fax and Email submissions are not acceptable.

Vendors are asked to submit proposals for several options for either Local Transit Service or Complementary Paratransit Service. Vendors intending to submit proposals on both services do not need to duplicate standard assurances and common information included in Appendices and Attachments.

All proposals must be on the RBA Form for Offer (Section 5), a fully executed non-collusion affidavit and other required statements.

### 1.3.1. Deadline

**Proposals are due on or before 4:00 P.M. on March 26, 2010 and must be received by the Northwest Indiana Regional Bus Authority at the above address in a sealed envelope with the proper notations.** Proposals will be opened publicly and read aloud at that time

Any proposal received after the time specified for receipt will not be considered.

If the time for submission of proposals has not closed, a proposal may be withdrawn in person by a Vendor or his authorized representative providing his identity is made known and he/she signs a receipt for the return of the proposal.

Proposals must be firm for a period of one hundred twenty (120) days from the date of the proposal opening.

#### **1.4. Vehicle Inspection and Pre-Proposal Conference**

The publicly owned buses currently utilized by the contract service provider of HTS services and their maintenance records will be available for inspection by potential vendors or their agents from 9:00 am to 11:00 am on Saturday February 13, 2010.

**A pre-proposal conference will be held at 9:30 A.M., on February 12, 2010** at the Northwest Indiana Regional Bus Authority Offices, 6100 Southport Road, Portage, IN 46368. Vendors may optionally participate by conference call by dialing 888-361-9199 and when prompted entering 9554. Vendors are encouraged to submit questions regarding the request for proposals prior to the pre-proposal conference.

#### **1.5. Basis of Award**

##### **1.5.1. Review of Submittals**

The award will be made to the most responsive and responsible Vendor for each service according to Evaluation Criteria and point values shown below. A committee has been established to review all proposals, ensure compliance with the specifications and submission requirements and rate each proposal. All proposals will be referred to the RBA Board's Service Development and Oversight Committee which will then review all proposals and forward a recommendation of award to the RBA Board of Directors at a regular or special public meeting.

The RBA reserves the right to request additional information, including an oral presentation. A Vendor's failure to provide additional information, including reporting for an oral presentation will be cause for that Vendor to be dismissed from further consideration. However, the RBA is not required to hear a presentation from any Vendor and reserves the right to award a contract based upon the initial submittal without providing any Vendor an opportunity for oral presentation or negotiations.

### **1.5.2. Evaluation Criteria**

- 10% Exhibited Understanding of and Responsiveness to the RFP and Its Requirements
- 10% Vendor's Proven Experience in Operating Public Transportation Service of Similar Scope and Complexity
- 30% Quality of Equipment Offered
- 30% Cost Effectiveness of Proposal
- 10% Results of Reference Checks
- 10% Commitment to DBE/MBE/WBE Goals

### **1.5.3. Negotiations**

After determining which Proposals are in the competitive range, the RBA may conduct negotiations with those Vendors to discuss any deficiencies and to insure that the Vendors fully understand all the requirements of this RFP and have, or can obtain the required equipment. Should negotiations occur, the RBA will issue to those Vendors remaining in the competitive range an invitation to submit a Best and Final Offer.

### **1.5.4. Vendor Commitment to DBE/MBE/WBE Goals**

(Disadvantaged, Minority and Women Owned Business Enterprise Programs.)

The RBA is subject to goals to include Disadvantaged Business Enterprises (DBE) through its contracts with the Federal Transit Administration (FTA) and the Indiana Department of Transportation (INDOT) and Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) through its contracts with Northwest Indiana Regional Development Authority (RDA) and agencies of the State of Indiana. The goals for the RBA are 10% DBE, 15% MBE and 5% WBE.

The evaluation criteria listed above include consideration for fulfilling these goals by either the vendor being a DBE, MBE, or WBE or including the proposal subcontractors who are DBE, MBE, or WBE. The Vendor or a subcontractor may qualify to be any of these enterprises and can be utilized to meet DBE and MBE or WBE goals, but vendor or subcontractor can be utilized only once to meet either the MBE or WBE goals.

Disadvantaged Business Enterprises (DBE) must be certified the Indiana Department of Transportation (preferred) or a similar certifying agency. Certification requirements and lists of pre-certified DBE companies can be found at [www.in.gov/indot/div/legal/dbe/](http://www.in.gov/indot/div/legal/dbe/)

Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) must be certified by the Indiana Department of Administration (preferred) or a similar certifying agency. Certification requirements and lists of pre-certified MBE and WBE companies can be found at [www.in.gov/idoa/2352.htm](http://www.in.gov/idoa/2352.htm)

To qualify for consideration provide:

1. Name and Address of each DBE, MBE and/or WBE firm participating in the proposal.
2. Description of the work each firm will perform
3. The dollar amount of the participation of each firm participating
4. Written confirmation from the DBE, MBE, and/or WBE firm that is participating in the contract.
5. Vendor commitment to use the firms, to notify the RBA whenever a contractor is terminated, and its willingness to use good faith efforts to engage another vendor in same classification to perform at least the same amount of work.

The provisions for Disadvantaged Business Enterprises (DBE) in Section 4 also apply to firms engaged as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

## **1.6. Contents of Proposal**

Please provide the following items in the proposal. As indicated, most items are common to both the local transit service element and the complementary paratransit service element and others are specific to one service or for the purposes of clarity must be addressed in the response to that service.

Responses should be brief but completely address all specifications and requirements set forth and should assist the evaluators in rating the proposal according to the evaluation criteria provided. Exclusive of required forms and appendices, proposals should be limited to twenty (20) pages.

### **1.6.1. Contents**

- Cover Letter
- Full Contact Information for Vendor and Key Personnel
- Completed Offertory Form (Included Section 5 Required Forms)
- Non- Collusion Affidavit (Form)
- Overview of Proposal
- Introduction to The Firm (including experience in providing proposed service)
- Key Personnel to Manage The Service(s)
- Local Transit Service Element – Each Option
  - Service Delivery Plan
  - Management and Staffing Plan
  - Maintenance Management Plan
  - Operations and Maintenance Location
  - Vendor Provided Vehicles
  - Training, Safety and Revenue Management Practices
- Complementary Paratransit Service Element – Each Option
  - Service Delivery Plan
  - Management and Staffing Plan
  - Maintenance Management Plan

- Operations and Maintenance Location
  - Vendor Provided Vehicles
  - Training, Safety and Revenue Management Practices
- Commitment to Disadvantaged, Minority and Women Owned Business Enterprises and Buy Indiana Goals
- Cost Proposals ( Use Forms in Section 5)
  - Local Transit Service
  - Complementary Paratransit
- Exceptions and Variations from RFP Requirements
- References
- Appendices
  - Required Forms and Assurances (RFP Section 5)
  - Resumes of Key Personnel
  - Corporate reports and financial statements
  - Partner and Sub-Contractor corporate and financial reports

### **1.7. Addendum and Interpretations**

No oral interpretation of the meaning of any section of the Request for Proposal documents will be binding. Any questions concerning the RFP must be addressed prior to the date set for receipt of proposals. Every request for such interpretations should be in writing, addressed to the contact listed above.

**To be given consideration, each request for interpretations must be received at least five (5) days prior to the date set for the receiving of proposals.**

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed or faxed not later than three days prior to the date fixed for the receiving of proposals. Addenda for notification to extend the submittal deadline or to cancel the request for proposals are not limited and may be issued up to the day of the deadline.

Failure of any Vendor to receive any such addenda or interpretation shall not relieve the Vendor from any obligation under his/her proposal as submitted. All addenda so issued shall become part of the contract documents. The Vendor submitting a proposal shall acknowledge in writing, receipt of any and all amendments to this request for proposals.

### **1.8. Laws, Regulations and Consent Decree**

All applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the goods and services to be provided shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The Vendor shall adhere to all United States Department of Transportation, Federal Transit Administration regulations for the Section 5307 Program, which includes

requirements for Disadvantaged Business Enterprises and for compliance with the Americans with Disabilities Act. The Vendor shall also adhere to all state statutes and local ordinances, as they pertain to public mass transportation and any applicable court decrees.

The RBA is also subject to a consent decree which is the result the settlement of a class action filed by Everybody Counts, an advocacy organization representing persons with disabilities. The vendor(s) shall be required to adhere to elements of the consent decree having to do with the provision of services.

## **2. Local Transit Service – Contract Specifications and Options**

### **2.1. Service Overview**

The Regional Bus Authority (RBA) will, effective January 1, 2010, assume responsibility for the public transportation services currently operated by the City of Hammond covering the cities of Hammond and Whiting, and portions of East Chicago, Highland, Munster and Chicago IL. Effective July 1, 2010, the RBA intends to enter into contracts with one or more service vendors to provide restructured services through this solicitation. Between January and July, 2010, the existing service provider contracts with the City of Hammond will be assumed by the RBA and essentially the existing services will continue until June 30, 2010.

The service, previously operated by the City of Hammond, consists of a fixed-route bus system with complementary paratransit service known as the Hammond Transit System (HTS). The operational service area is approximately 25 square miles, and a population of approximately 83,000. The current service consists of five (5) fixed routes operated through a private service provider. Complementary paratransit service is currently provided by a separate taxicab service provider. Both services are currently operated Monday through Friday only.

Concurrently with this solicitation, the RBA will finalize a restructured service plan through an extensive public consultation process. While changes in routes and schedules may occur, the anticipated service will be of the magnitude of that described in Section 7 the Northwest Lake County Transportation Plan and summarized in Table 2.1 below. Interested vendors should follow the progress of the planning consultations through emails that the RBA will regularly provide.

In addition, the RBA desires to consider options for Saturday service with existing routes and the inclusion of an additional route currently operated by another vendor, know as the Tri-City Route between Gary and Hammond.

Each potential vendor shall submit cost proposals for:

1. Existing Service
2. Existing Service plus Saturday Service on same routes
3. Existing Service, Saturday Service and Tri-City Route
4. Expanded Service
5. Expanded Service and Tri-City Route

The options are summarized in Table 2.1 and further specified in Sections 6, 7, and 8.

<b>Table 2.1 Service Requirement for Service Proposals Fixed Route Service</b>				
	<b>Existing Service</b>	<b>Saturday Option</b>	<b>Expanded Service</b>	<b>Tri-City Route</b>
Number of Routes	5	5	4	1
Number of Vehicles				
Peak	6		18	2
Base	6	6	11	2
Spares (Minimum)	2		4	-
Total (Minimum)	8	6	22	2
Days and Hours of Service				
Weekday	6:00a–7:00 p		6:00a–8:00p	6:00a-9:00p
Saturday	No Service	7:00a6:00p	7:00a–7:00p	6:00a-9:00p
Sunday /Holiday	No Service		No Service	No Service
Scheduled Daily Revenue Vehicle Hours of Service				
Weekday	74.5		153.1	30.0
Saturday	0	66.0	102.6	15.0
Sunday/Holiday	0		0	0
Scheduled Annual Revenue Vehicle Hours of Service				
Weekday (255)	19,253		39,046	7,650
Saturday (52)	0	3,432	5,335	780
Sunday /Holiday (58)	0		0	0
Combined	19,253	3432	44,381	8,430
Available from RBA Opus Optima Buses				
2003	3		3	
2004	4		4	
Body on Chassis	1		1	
Total	8	8	8	
Minimum Buses Required from Vendor	0*	0*	14	2

\* The current vendor supplements service with three (3) additional buses.

The vendor shall utilize RBA provided vehicles and provide additional accessible transit vehicles that fully compliant with Americans with Disability Act and with Subpart B of 49 CFR Part 38 for the provision of regular fixed-route bus service. The vendor may optionally submit a proposal entirely utilizing vendor provided vehicles.

Hours of service per day and per year may be changed in accordance with the provisions of the contract.

Regular service evaluations may recommend route and service changes that will take place during the course of this contract to improve service quality effectiveness and efficiency. The Vendor will be notified in writing of any changes or modifications to routes prior to commencement of any service change.

The system holidays are New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day.

Saturday, Sunday, and/or holiday service may be implemented during the term of the contract.

All buses will be in operation for the time span stated in Sections 6, 7, and 8. Variations of starting and stopping times can take place only upon consent of the RBA.

Services and schedules will be coordinated with the South Shore Passenger Rail Service operated by the Northern Indiana Commuter Transportation District. Train schedules may be found [www.nictd.com](http://www.nictd.com).

The RBA in separate procurements is evaluating the purchase of a regional radio dispatch system and a coordinated AVL management system. Further information can be made available.

## **2.2. Service Proposal**

Tables 2.2 – 2.5 are budget forms to be incorporated in the Vendor's proposal for Local Transit Service. The proposal must at a minimum include these elements for each service option.

1. Service Delivery Plan In this section, describe in an overview the vendor's approach to providing the required service options. Cover the organization of the business unit, identify role of key management personnel, indicate operations and maintenance facility locations, address maintenance, and discuss safety and training and ADA compliance.
2. Management and Staffing Utilizing Staffing Summary Form (2.3), describe how the business unit will be staffed, managed and supervised, for each option. Indicate those tasks that will be performed outside the business unit either by corporate or subcontractors. This section should address the rationale for sizing the management and staff as proposed.
3. Maintenance Management Utilizing the Maintenance Summary Form provide further detail on the Servicing and Maintenance to be provided for both the RBA provided buses and vendor provided buses. Provide details for daily inspection and cleaning, preventive and scheduled maintenance, repairs and major rebuilds and change-outs. Indicate firm's experience maintaining RBA provided buses and recommended vendor provided buses. Discuss vehicle maintenance tracking and reporting procedures and internal checks for quality control.

4. Training, Safety and Revenue Control Provide discussion on each of these to include Customer Satisfaction, Service Quality and special needs of disabled persons, and applicable provision of the Consent Decree on Service for disabled persons.
5. Maintenance and Operations Facility (ies) Identify location(s), why chosen and specific attributes of the facility. Identify whether or not indoor bus storage is provided and provide a functional layout of servicing including cleaning, maintenance and operations areas.

One-time mobilization costs are permitted for vendor expenses to get the service operational prior to the start of the first year of service. Cost details must be provided and only costs incurred from the award of contract and start of service are eligible. Implementation cost may include staff engagement and training and other up-front costs to start service.

The cost elements of these components must tie into each other and the overall cost proposals for each service option.

### **2.3. RBA Required Features**

- **Management**  
The key management personnel, who will be responsible for operating and managing this service, must be identified. Each person shall have a minimum of three (3) years experience, all of which must be within the past five calendar years in a management position with a public transportation service operation. Managers must be committed to project for a minimum of 6 months from start of service. The RBA must be consulted prior to any change in management.
- **Equipment Usage Restrictions**  
All vehicles provided for service as stated herein may only be used for the RBA service during the duration of the contract.
- **FTA Requirements**  
All equipment and services provided must be fully compliant with all applicable federal regulations and requirements.
- **ADA Requirements**  
All vehicles shall be accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. All vehicles shall be wheelchair accessible, and shall have two wheelchair tie-down positions.

- **Contingency Services**  
Vendor must include a provision for transportation service for special events, emergency services, maintenance, safety and training.
- **Drug and Alcohol Testing**  
The vendor must comply with all current FTA Drug and Alcohol Testing Program requirements.
- **Spare Vehicles**  
Shall be kept at a location whereby they can be available for revenue service anywhere within the service area within 30 minutes of notification.
- **Vehicles**  
The Vendor must be able to provide the vehicles as described, and be able to supply the bus with spare parts immediately upon request, and parts must be available to be shipped overnight, if necessary. All power train and braking components should be the same for all vehicles.
- **Maintenance**  
The Vendor shall at all times maintain the vehicles in good mechanical condition and safe operating condition, in conformity with all applicable federal, state and local safety regulations.

The RBA, or its designee, reserve the right to inspect the equipment of the Vendor at any reasonable time, without notice, during the term of the contract.

The Vendor is responsible for all costs associated with the maintenance of the vehicles.

All vehicle maintenance work outsourced by the Vendor shall be completed by vendors that are in compliance with all current FTA Drug and Alcohol Testing Program requirements as described herein.

All outside maintenance must be performed by vendors who are located within a 30 mile radius of the Vendor's maintenance facility.

#### **2.3.1. Maintenance of Accessible Features**

All lifts shall be checked on a daily basis, prior to the commencement of service. Accessibility features shall be repaired promptly if they are damaged or in-operable. When an accessibility feature is in-operable, the Vendor shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.

The selected vendor shall forward to the RBA a copy of its maintenance policy, which shall be on file at the RBA offices.

#### **2.4. Vehicle Proposal**

The vendor must propose its preferred mix of buses from among RBA provided and vendor provided heavy, medium and light duty buses, based on passenger demand and

loadings; climate, terrain and road conditions; maintenance experience; and other factors.

Vehicle options may be offered that include used vehicles, so long as they have not reached the end their useful life as defined by the FTA and would be replaced if useful life is exceeded during the contract. The form Vehicle Options summarizes the features of the bus fleet options.

The vendor may propose not to utilize the RBA provided 2002 and 2003 Opus Optima buses currently operated by the RBA. Be aware, however, that there is still an FTA interest that would have to be repaid for the four and five years of “useful life’ remaining. This will affect the RBA decision on this option.

For each bus type proposed as preferred or as an option please provide a specification brochure that includes a picture and a summary of major specifications.

#### **2.4.1. RBA Required Features**

- No school buses
- Rear engines preferred
- Comply with all applicable FMVSS and shall accommodate all applicable FMCSR regulations in effect at the date of manufacture.
- Comply with the Americans With Disabilities Act, the Clean Air Act and Amendments, and all applicable energy and fuel consumption laws and regulations in effect at the time of vehicle manufacture
- Shall be diesel operated
- Be capable of satisfactory operation with an ambient temperature range of minus 10° Fahrenheit to 115° Fahrenheit, at relative humidity between 5 percent and 100 percent. The drive train must be capable of efficient, safe operation within this ambient temperature range. The passenger compartment must be comfortable for passengers within this ambient temperature range.
- Shall be capable of satisfactory operation at 180% of seating capacity.
- Each vehicle must be equipped with the following:
  - Destination Signs (front, side and rear)
  - Public Address System
  - Pull cords or buttons for signaling stops
  - Block heater
  - Heating and air conditioning
  - Safety Equipment including reflective triangles, fire extinguisher, first aid kit and web cutter
  - All necessary safety features such as lift interlock and audible reverse alarm, emergency egress windows, etc.
- Each vehicle must be professionally painted to match RBA EASYGO color schemes or specifications.

- For previously used vehicles, Vendor shall fully provide records all vehicle preventative maintenance activities, vehicle corrective repairs, vehicle accessibility equipment repairs and preventative maintenance prior to completion of contract negotiations. The information shall be for the life of the vehicle. Information submitted shall contain but not be limited to:
  - Engine
  - Transmission
  - Air conditioning
  - Mileage
  - Air emissions tests
  - Vehicle ADA equipment
  - Electronic Farebox System – if equipped
  - Vehicle Enunciator equipment – if equipped

## **2.5. Liquidated Damages**

The contract between the vendor and the RBA will contain clauses for liquidated damages for non-performance by the vendor. The value of the penalties will be addressed in the final contract. Items that are anticipated to be subject to liquidated damages are:

1. Failure to fulfill all scheduled service runs due equipment or personnel shortages. (Runs missed each day.)
2. Failure to have ADA features operational on vehicles in service. (Each Day)
3. Failure to perform scheduled maintenance on publicly owned vehicles at required intervals.
4. Operation of an unsafe vehicle
5. Failure to replace or repair damage to body, seats, and components including ADA equipment in a timely fashion.
6. Failure to promptly address vehicle deficiencies identified by inspection by RBA or its designee.
7. Failure to investigate or respond to Customer Complaints

## **2.6. Local Transit Services Required Tables**

**Table 2.1  
Pricing Summary  
Local Transit Service  
Annual**

	Restructured Service		Existing Service	
	Value	Rate per Vehicle Hour	Value	Rate Vehicle Hour
<b>Annual Revenue Vehicle Hours</b>				
Weekday (255)	39,046		19,253	
Saturday (52)	5,335		0*	
Sunday /Holiday (58)	0		0	
Combined	44,381		19,253	
<b>Operating and Maintenance Cost</b> (excluding fuel)				
<b>Estimate Fuel Cost</b> at \$ 2.50 per gallon				
<b>Fleet Ownership Cost</b> (Vendor's Preferred Option)				
<b>Other Annual Costs</b>				
<b>Total Annual Cost</b>				
<b>Variable Cost Rate</b> for Service Changes of 10% or less				
(Saturday Service Added to Existing Service)				
(Tri-City Route Added to Existing and Restructured Service)				
<b>1<sup>st</sup> and 2<sup>nd</sup> year Annual Cost</b>				
Base				
With Saturday to Existing				
With Tri-City Route				
<b>3<sup>rd</sup> and 4<sup>th</sup> Year Annual Cost</b>				
Base				
With Saturday to Existing				
With Tri-City Route				
<b>5<sup>th</sup> year Annual Cost</b>				
Base				
With Saturday to Existing				
With Tri-City Route				
<b>One Time Mobilization Cost</b>				

Each Option

<b>Table 2.2 Staffing Summary</b>				
	<b>FTE Employees</b>	<b>Salaries and Benefits</b>	<b>Other</b>	<b>Total</b>
<b>On-Site</b>				
Management and Supervision		\$	\$	\$
Administration/ Dispatching				
Operators				
Vehicle Maintenance				
Other				
<b>Total On-Site</b>				
<b>Off-Site</b>				
Corporate (Detail)				
Sub-Contract (Detail)				
<b>Total Off-Site</b>				
<b>Grand Total</b>				

Each Option

<b>Table 2.3 Maintenance Summary</b>				
	<b>Labor</b>	<b>Parts and Supplies</b>	<b>Contractual</b>	<b>Total</b>
<b>Servicing</b>	\$	\$	\$	\$
<b>Mechanical</b>				
<b>Major Mechanical</b>				
<b>Other (Detail)</b>				
<b>Total</b>				

Servicing -- Cleaning, Fueling Scheduled Maintenance, etc

Mechanical – Routine brake, tire, engine, body, suspension replacement/repair

Major Mechanical – Rebuilds, Change-outs

**Table 2.4  
Vehicle Options**

<b>Manufacturer Model Year</b>	<b># of Units</b>	<b>Duty Type</b>	<b>Size Length, GVWR</b>	<b>Capacity Seats Wheelchair Standing</b>	<b>Accessibility Features</b>	<b>Engine Model Fuel</b>	<b>Unit Price</b>

Heavy  
Medium  
Light

### **3. Complementary Paratransit Service and Options**

The Regional Bus Authority (RBA) will, effective January 1, 2010, assume responsibility for the public transportation services currently operated by the City of Hammond covering the cities of Hammond and Whiting, and portions of East Chicago, Highland, Munster and Chicago IL. Effective July 1, 2010, the RBA intends to enter into contracts with one or more service vendors to provide restructured services through this solicitation. Between January and July, 2010, the existing service provider contracts with the City of Hammond will be assumed by the RBA and essentially the existing services will continue until June 30.

The service, previously operated by the City of Hammond, consists of a fixed-route bus system with complementary paratransit service known as the Hammond Transit System (HTS). The operational service area is approximately 25 square miles, and a population of approximately 83,000. The current service consists of five (5) fixed routes operated through a private service provider. Complementary paratransit service is currently provided by a separate taxicab service provider.

Concurrently with this solicitation, the RBA will finalize a restructured service plan through an extensive public consultation process. While changes in routes and schedules may occur, the anticipated service will be of the magnitude of that described in Section 7 the Northwest Lake County Transportation Plan and summarized in Table 3.1 below. Interested vendors should follow the progress of the planning consultations through emails that the RBA will regularly provide.

Each potential vendor shall submit cost proposals for both the restructured service and existing service, as summarized in Table 3.1 and further specified in this RFP.

Each potential vendor shall submit cost proposals for:

1. Existing Service
2. Existing Service plus Saturday Service
3. Existing Service, Saturday Service and Tri-City Service
4. Expanded Service
5. Expanded Service and Tri-City Service

**Table 3.1  
Service Requirement for Service Proposals  
Complementary Paratransit Service**

	<b>Existing Service</b>	<b>Saturday Option</b>	<b>Expanded Service</b>	<b>Tri-City Route</b>
Service Area Covered (Square Miles) Core Area With in ¾ mile of routes outside core area Total	22.4	22.4	28.5	
Estimated Daily Demand Weekday Saturday Non-Ambulatory	35 0 10	20 5	100 30	20 10
Annualized Demand Weekday Saturday Total Non-Ambulatory	8,700 2,500	1,040 260	25,000 2,000 27,000 900	5,100 520 5,620 300
Days and Hours of Service Weekday Saturday Sunday /Holiday	6:00a–7:00p No Service No Service	7:00a-6:00p	6:00a–8:00p 7:00a–7:00p No Service	6:00a-9:00p 6:00a-9:00p No Service
2008 North Township Age 18+ # of Persons w/ Disabilities # of Persons w/ Ambulatory Difficulty	18,200 11,100		18,200 11,100	
Number of Currently Active Registered Persons Total Registrations	150 450			

The vendor will provide curb to curb shared-ride service for RBA prequalified and registered disabled persons who are making trips within the core area and within ¾ mile of all stops along routes outside the core area. The service area is indicated in Maps 3.2 and 3.3. All trips must begin and end within this service area.

Vendor shall provide all dispatching during all service ours and for emergency calls one hour after service ends.

The vendor shall provide all vehicles utilized in this service. These vehicles may be a combination of sedans, minivans, vans and cutaway or body on chassis type buses. At least two (2) vehicles must be equipped to accept passengers in wheelchairs without transferring to a seat and otherwise fully compliant with Americans with Disability Act and with Subpart B of 49 CFR Part 38 for vehicles with fewer than 28 seats.

The vehicles utilized in the RBA service may be interchangeably used for other business ventures such as taxicab, package delivery, or medical transportation. Where the RBA service constitutes sixty percent (60%) or more of the vehicle's use, RBA logo and telephone number are required to be displayed on the exterior and interior of the vehicle. RBA will provide the appropriate decals to be installed by Vendor. The vendor will attempt to minimize the number of vehicles utilized in this service.

The RBA will provide the vendor with a regularly updated list of the persons prequalified and registered to use this service. Each individual will also be required to present an identification card. The vendor will only provide this service to RBA prequalified and registered individuals and authorized companions. The registration will indicate if the individual requires non-ambulatory service and whether there are limitations on the individual's eligibility.

The Vendor will be notified in writing of any changes or modifications to services prior to commencement of service changes.

The System holidays are New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day.

Saturday, Sunday, and/or holiday service may be implemented during the term of the contract.

### **3.1. Service Proposal**

Tables 3.0 – 3.5 are the budget forms to be incorporated in the Vendor's proposal for Complementary Paratransit Service. The proposal must at a minimum address these elements for the service options.

1. Service Delivery Plan. In this section, describe in an overview the vendor's approach to providing the required service options. Cover the organization of the business unit, identify roles of key management personnel, indicate operations and maintenance facility locations, address maintenance, discuss safety and training and ADA compliance and address dispatching methods used and maintenance of required records.
2. Management and Staffing. Describe how the business unit will be staffed, managed and supervised, for each option. Indicate those tasks that will be preformed outside the business unit either by corporate or subcontractors. This section should address the rationale for sizing the management and staff as proposed.
3. Maintenance Management Provide further detail on the Servicing and Maintenance to be provided for vendor provided vehicles. Provide detail on preventive and scheduled maintenance, repairs and major rebuilds and change-outs. Indicate experience in maintaining vehicles and in particular ADA equipment. Discuss vehicle maintenance tracking and reporting procedures and internal checks for quality control
4. Training, Safety and Revenue Control Provide discussion on each of these to include Customer Satisfaction, Service Quality and special needs of disabled persons.
5. Maintenance and Operations Facility(ies) Identify location(s), why chosen and specific attributes of the facility. Identify whether or not indoor vehicle storage is provided and provide a functional layout of maintenance and operations areas.

The cost elements provided for these components must tie into each other and the overall cost proposals for each service option.

### **3.2. Form of Cost Proposal**

The RBA will accept proposals for Complementary Paratransit Service based on cost to provide service or price per passenger or a combination. The vendor may submit cost proposals in any of these formats. If proposals are submitted in multiple formats, the vendor should indicate the preferred format under which to enter into a contract, if accepted.

1. Cost to Provide Service Proposal Utilizing Table 3.2 provide annual cost per vehicle hour costs to provide complementary paratransit service based on the vendor's best estimate of vehicles and vehicle-hours of service needed to adequately meet demand.

2. Cost Per Ride Provided Proposal Utilizing Table 3.3 provide annual cost and cost per ambulatory ride and non-ambulatory ride for complementary paratransit service based upon the demand estimates provided.
3. Combination Proposal Alternately the vendor may submit a cost proposal based partially on cost to provide (for example administration, dispatch and vehicle ownership) and cost per ride (for example service delivery) No forms are provided for this option and vendor is requested to fully describe the cost allocation approach used.

One-time mobilization costs are permitted for vendor expenses to get the service operational prior to the start of the first year of service. Cost details must be provided and only costs incurred from the award of contract and start of service are eligible. Implementation cost may include staff engagement and training.

### **3.2.1. RBA Desired Features**

- The key management personnel, who will be responsible for operating and managing this service, must be identified. Managers must be committed to project for a minimum of 6 months from start of service. The RBA must be consulted prior to any change in management.
- The vendor must comply with all current FTA Drug and Alcohol Testing Program requirements.
- The Vendor shall at all times maintain the vehicles in good mechanical condition and safe operating condition, in conformity with all applicable federal, state and local safety regulations.
- The RBA, or its designee, reserve the right to inspect the equipment of the Vendor at any reasonable time, without notice, during the term of the contract.
- The Vendor is responsible for all costs associated with the maintenance of the vehicles.
- All vehicle maintenance work outsourced by the Vendor shall be completed by vendors that are in compliance with all current FTA Drug and Alcohol Testing Program requirements as described.
- All outside maintenance must be performed by vendors who are located within a 30 mile radius of the Vendor's maintenance facility.
- Maintenance of Accessible Features: All lifts shall be checked on a daily basis, prior to the commencement of service. Accessibility features shall be repaired promptly if they are damaged or in-operable. When an accessibility feature is in-operable, the Vendor shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.
- The selected vendor shall forward to the RBA a copy of its maintenance policy, which shall be on file at the RBA offices.

### **3.3. Vehicle Proposal**

The vendor must propose its preferred mix of vehicles based on passenger demand and loadings; climate, terrain and road conditions; maintenance experience; and other factors.

Vehicle options may be offered that include used vehicles, so long as they have not reached the end their useful life as defined by the FTA and would be replaced if useful life is exceeded during the contract. The form Vehicle Options summarizes the features of the vehicle fleet options.

For each vehicle type proposed as preferred or as an option please provide a specification brochure that includes a picture and a summary of major specification.

### **3.4. Service Standards**

Complementary paratransit services are subject to Federal regulations (49 CFR Part 37 Subsection F) and to a Consent Decree. The vendor shall be required to comply with these provisions in these areas (See also Section 9 RBA Service Standards):

- Service Area Complementary Paratransit Service will be provided to a core and corridor service area as indicated in Maps 3.2 and 3.3
- Hours and Days of Service Service will be provided at the same at the same times as fixed route services are provided.
- Trip Purpose There will be no restriction or prioritization as to trip purpose.
- Reservation Hours Reservations must be accepted at a minimum from 8 a.m. to 4 p.m. on weekdays. On Saturdays, Sundays, and Holidays requests for reservations must be recorded via voice mail or other technology.
- Next Day Service All service requests received prior to close of reservation hours the day prior must be accommodated that day. Any trips not reasonably accommodated are considered trip denials. Trips can be scheduled up to 14 days in advance.
- Late and Missed Trips All trip pick-ups will be made within a period of 15 minutes before to 15 minutes after the agreed scheduled time. Pick-ups made outside the period will be considered missed.
- Excessive Trip Length Trips shall be provided in reasonably direct fashion – not to exceed in travel time three (3) times most expedient route. However, pick-ups and drop-offs of other passengers may occur during a given trip.
- Subscription Trips In any rolling sixty minute time period up to 50% of the service capacity may be for regularly recurring trips
- Driver Standards and Training All drivers shall always properly be licensed for the vehicles they operating, knowledgeable of the service area, fully trained in the use of all safety and accessibility equipment and trained to be sensitive to the needs of customers, in particular those customers with disabilities.

- Vehicles All vehicles shall be properly licensed, free of safety defects, significant body damage, and operational including heating and air conditioning. All accessibility equipment shall be functional in vehicles so equipped. All vehicles shall be equipped with mobile data communications.

### **3.5. Records and Reporting**

#### **3.5.1. Dispatcher Records**

The vendor shall maintain complete records of all requests for service and their disposition. At a minimum the record shall include:

- RBA ID number of Customer
- Date and time request received
- Date and time pick-up and/or drop-off requested by customer
- Date and time of scheduled service accepted by Vendor
- Time vehicle at address available for pickup.
- Time of departure from pick-up address.
- Number of persons (Include disabled customer and any companion (fare paying) and personal care attendant (no fare))
- Time of arrival at destination address.
- Use of lift or ramp.
- Fares collected
- Trip Cancelled – Customer called to cancel.
- No-Show – Bus Arrived and Customer did not board.

#### **3.5.2. Driver's Records**

- Rider identification number
- Pick-up address
- Arrival at pick-up address
- Departure from pick-up address
- Number of persons fare and free
- Drop-off address
- Time of drop-off
- Fare collected
- No show

#### **3.5.3. Reports**

The vendor shall monthly by the tenth day of the following month report:

- The number of rides provided each operating day.
- The number of reservations requested for each operating day (return trips counted as second reservation) and

- Number fulfilled on-time
- Number fulfilled outside of reservation window 15 min before and 15 min after accepted reservation.
- Number where Customer and Vendor could not agree on a scheduled service and a reservation was not made.
- Number cancelled by customer
- Number No-Show not cancelled by customer
- The number of vehicle hours and/or ambulatory and non-ambulatory trips per day to support Invoice.

### **3.6. Liquidated Damages**

The contract between the vendor and the RBA will contain clauses for liquidated damages for non-performance by the vendor. The value of the penalties will be addressed in the final contract. Items that are anticipated to be subject to liquidated damages are:

1. Trips Denied
2. Missed Trips
3. Inadequate record keeping
4. Failure to have ADA features operational on equipped vehicles in service. (Each Day)
5. Operation of an unsafe vehicle
6. Failure to replace or repair damage to body, seats, and components including ADA equipment in a timely fashion.
7. Failure to promptly address vehicle deficiencies identified by inspection by RBA or its designee.
8. Failure to investigate or respond to Customer Complaints

### **3.7. Complementary Paratransit Services Required Tables**

**Table 3.2  
Pricing Summary  
Complementary Paratransit  
Cost to Provide Service Option  
Annual**

	<b>Restructured Service</b>		<b>Existing Service</b>	
	<b>Value</b>	<b>Rate per Vehicle Hour</b>	<b>Value</b>	<b>Rate per Vehicle Hour</b>
<b>Annual Revenue</b>				
<b>Vehicle Hours</b>				
Weekday (255)				
Saturday (52)			0*	
Sunday /Holiday (58)			0	
Combined	0			
<b>Total Annual Cost</b>				
<b>Variable Cost Rate</b> for Service Changes of 10% or less				
(Saturday Service Added to Existing Service)				
(Tri-City Service Area Added to Existing and Restructured Service Areas)				
<b>1<sup>st</sup> and 2<sup>nd</sup> year Annual Cost</b>				
Base				
With Saturday to Existing				
With Tri-City				
<b>3<sup>rd</sup> and 4<sup>th</sup> Year Annual Cost</b>				
Base				
With Saturday to Existing				
With Tri-City				
<b>5<sup>th</sup> year Annual Cost</b>				
Base				
With Saturday to Existing				
With Tri-City				
<b>One Time Mobilization Cost</b>				

**Table 3.3  
Pricing Summary  
Complementary Paratransit  
Cost Per Ride Option  
Annual**

	<b>Restructured Service</b>		<b>Existing Service</b>	
	<b>Value</b>	<b>Rate per Ride Provided</b>	<b>Value</b>	<b>Rate per Ride Provided</b>
<b><i>Estimated Rides Provided</i></b>				
<b>Ambulatory</b>				
Weekday (255)	20,000		7,000	
Saturday (52)	1,500		0*	
Sunday /Holiday (58)	0		0	
Combined	21,500		7,000	
<b>Non-Ambulatory</b>				
Weekday (255)	5,000		1,200	
Saturday (52)	500		0*	
Sunday /Holiday (58)	0		0	
Combined	5,500		1,200	
<b><i>Ambulatory Service Cost</i></b>				
<b><i>Non-Ambulatory Service Cost</i></b>				
<b>Total Annual Cost</b>				
(Saturday Service Added to Existing Service)				
(Tri-City Service Area Added to Existing and Restructured Service Areas)				
<b>1<sup>st</sup> and 2<sup>nd</sup> year Annual Cost</b>				
Base				
With Saturday to Existing				
With Tri-City				
<b>3<sup>rd</sup> and 4<sup>th</sup> Year Annual Cost</b>				
Base				
With Saturday to Existing				
With Tri-City				
<b>5<sup>th</sup> year Annual Cost</b>				
Base				
With Saturday to Existing				
With Tri-City				
<b>One Time Mobilization Cost</b>				



## 4. General Terms and Conditions

### 4.1. General Instructions

- Signatures

All proposals shall be signed correctly with ink or indelible pencil. The bid must be signed in the Corporate or Legal Name of the vendor and must be fully and properly executed by an authorized person.

If the proposal is made by an individual, name and post office address shall be stated.

If the proposal is made by a firm, partnership, or corporation, it shall be signed by person(s) having such legal authority from said firm, partnership or corporation and the person so signing the bid(s) shall give his/her own name and title (if any) in addition to the name and address of the firm, partnership, or corporation. If the bid is made by a firm or partnership, the names and addresses of the individual members shall be given.

If the proposal is made by a corporation, the name of the state under the laws of which the corporation was chartered and the names and titles of the President, Treasurer, and Secretary or Clerk of the Corporation shall be given.

If the proposal is made by two or more individuals, partnerships or corporations, or any combination of these, operating for the purpose of this bid as a joint venture, each party joining to make the bid, shall submit, attached to and made a part of the bid, information and signatures in compliance with the foregoing provisions applicable to an individual, firm, partnership, or corporation. An attested copy of the vote of the corporation authorizing such joint venture shall be attached to the bid.

If a proposal is made by a public agency, it shall be signed by person(s) having such legal authority from said public agency and the person so signing the bid(s) shall give his/her own name and title (if any) in addition to the name and address of the public agency.

- Independent Vendor Status

It is understood and agreed that the Vendor, including its agents and employees, will be providing services under the contract as an independent Vendor for the RBA and that none of the agents or employees of the Vendor will be an employee or agent of the RBA.

All liability to persons actually providing services related to wages or other compensation shall be the sole responsibility of the Vendor.

- Execution of Contract

The successful Vendor will be notified by the RBA, after which time they will furnish the required Certifications of Insurance to the RBA within thirty (30) days after the date of notification by the RBA.

The contract shall be in writing and shall be executed in the number of copies required by the RBA.

One fully executed copy will be delivered to the Vendor.

- Failure to Execute Contract

Should the successful Vendor fail to execute the contract, commence service, and furnish bond or the Insurance Certification within the time stipulated, the RBA may, at its option, determine that the Vendor has abandoned the contract and thereupon the proposal and acceptance shall be null and void. The proposal deposit shall be retained and collected by the RBA as liquidated damages for the delay and expense caused by the failure to execute the contract.

- Legal Address of Vendor

Any notice or communication to the Vendor shall be deemed served if delivered to the Vendor at the address named in the bid, or if deposited in the U.S. Post Office, postage prepaid, addressed to the Vendor as aforesaid; and the date of service shall be the date of such delivery, or, if mailed, three (3) business days after such mailing.

- Subcontracting of Work

The Vendor shall not subcontract for any of the services it is obliged to perform under the contract without the written consent of the RBA.

- Equal Employment Opportunity

In connection with the execution of the contract, the Vendor shall not discriminate against any employee because of race, religion, color, sex, national origin, disability, or sexual orientation. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, disability, or sexual orientation. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- Vendor Compliance

Vendor shall keep fully informed and shall comply with the provisions of applicable Federal, State and municipal laws, rules and regulations which in any manner affect this contract and those engaged or employed with the services herein described. Vendor shall indemnify, protect, defend and save harmless the RBA and its officers, agents and

employees from all fines, penalties and liabilities imposed upon the RBA under any such laws, rules and regulations by any public agency, authority or court having jurisdiction over the parties hereto, when the imposition of same is attributable to the failures of the vendor to keep fully informed and to comply with obligations in this regard.

- Appeal/Protest Procedures

Appeals/protests relative to this procurement will be reviewed by the Board of the RBA. Vendors have two (2) weeks from awarding of contract to appeal.

- Personal Liability of RBA Officials

In carrying out any of the provisions of the bid process or the contract, or in exercising any power or authority granted to them or within the scope of the bid process or the contract, there shall be no liability upon the RBA Board, or RBA employees or their authorized representatives, either personally or as officials of the RBA, it being understood that in all such matters they act solely as agents and representatives of the RBA.

- Conflict of Interest

It is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of the RBA in connection with the award or performance of this contract. It is further understood and agreed that no employment will be made to and no renting, leasing or purchasing of equipment, supplies or materials will be arranged or made with or through any employee, agent or officer of the RBA by the Vendor. The vendor and key employees will execute the RBA ethics statement.

- Prohibitive Interests

No Board Member or employee of the RBA, officer or employee of any independent authority or political subdivision of the State of Indiana, officer, employee or elected official of the State of Indiana, executive or legislative of any city, county, or town within the cities and towns of the RBA service area during his/her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member or delegate to the Congress of the United States shall be admitted to any share of part of this contract or to any benefit arising there from.

- Permits and Licenses

The Vendor shall procure all permits and licenses including, but not limited to, the required street licenses from the appropriate municipalities to operate the service. The Vendor shall pay all charges, tolls, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

- Waiver of Informalities, Deviations, Mistakes and Matters of Form

The RBA reserves the right to waive any informalities, deviations, mistakes, and matters of form rather than substance of the bid, proposal, or contract document which can be waived or corrected without prejudice to other Vendors, potential Vendors, or the

government body. No Board Member, agent or employee of the RBA is authorized to waive this reservation.

- Price Cost Analysis

Prices may be subject to a price/cost evaluation which shall include the review of all costs and data associated with the bid and an ensuing contract. The evaluation will be performed by the RBA or its designated representative. Vendors shall supply all pertinent data as requested.

- Collusion

It shall be understood that any bid submitted to the RBA is made without collusion with any other vendor submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

- Confidentiality

Information required to be submitted with bids that is proprietary should be marked as such. It will be handled as confidential data and utilized on a "need to know" basis.

- Rejection of Proposals

The RBA reserves the right to reject any and all bids, wholly or in part, to advertise for new bids or proposals, to cancel this RFP, or proceed to do the work, otherwise, at the sole discretion of the RBA.

- False, Fraudulent or Inaccurate Information

The RBA reserves the right, at its sole discretion, to seek and accept independent confirmation of any and all information provided in response to the RFP. Furthermore, the RBA reserves the right, at its sole discretion, to immediately disqualify any Vendor who provides false, fraudulent or inaccurate information in any responses or communications to this invitation for proposal.

- Drug and Alcohol Free Workplace Requirement

All vendors, vendors' employees and sub-contractors are to be free of the effects of drugs, alcohol, controlled substances, or other prohibitive substances, when they are on RBA property or performing RBA business. In addition, all referenced parties are prohibited from using, possessing, selling or distributing any drugs, alcohol, controlled substances, or other prohibited substances, when they are on RBA property or performing RBA business.

It is the responsibility of the vendor to advise their employees of this requirement and to ensure that employees meet this "fitness for duty" standard.

Violators of this policy will not be allowed to remain on RBA property or to continue conducting business for or with the RBA.

Vendor's employees, who violate this policy, are to be removed from the RBA contract, and are not to be employed on another RBA contract.

The vendor will furnish the RBA a written report documenting the actions taken with regard to any of its employees who violate this policy, within thirty (30) days of the violation.

The vendor will accept all liability arising from violation of this policy by his/her employees.

## **4.2. Information to Be Required By Contract**

### **4.2.1. Maintenance Records**

Vendors must submit a summary of maintenance records for each vehicle operated, or to be operated in providing the required service. Vendor shall provide complete information on all vehicle preventative maintenance activities, vehicle corrective repairs, vehicle accessibility equipment repairs and preventative maintenance. The information shall be for the life of the vehicle. Information submitted shall contain but not be limited to:

- Engine
- Transmission
- Air conditioning
- Mileage
- Air emissions tests
- Vehicle ADA equipment
- Electronic Farebox System – if equipped
- Automated Vehicle Announcement System – if equipped

### **4.2.2. Proof of Vehicle Availability**

Vendors must submit at the time of contract execution identification of each proposed vehicle and proof of vehicle availability for the entire contract period from first day of service for the length of the contract. Such proof may consist of title or registration, lease or purchase agreement or other non-vendor contingent commitment.

## **4.3. Incentives and Liquidated Damages**

Performance standards have been established that will be monitored by the RBA during the duration of the contract. For performance not delivered in accordance with standards as specified below, liquidated damages shall be assessed. The RBA shall have sole discretion in determining whether performance standards have been met or not met and in the awarding of any financial incentives and/or liquidated damages.

The RBA shall award financial incentives or assess certain liquidated damages within thirty (30) days following the end of each project year based on the anniversary of the start of service. For all other categories, the RBA shall assess liquidated damages within thirty (30) days following the end of each quarter. All liquidated damages for

failing to meet performance standards shall be deducted from the Vendor's next submitted monthly invoice.

#### **4.4. Performance Bond**

The Vendor shall maintain at his expense a performance bond payable to RBA in the amount of 10% of the annual contract value as a guarantee of good faith on behalf of the Vendor that the terms of the Contract will be complied with in every particular way. The performance bond shall be secured by a licensed surety company. The performance bond shall be provided no less than 30 days prior to the start of service and remain valid and in effect for the full term of the Contract.

#### **4.5. Insurance**

The Vendor shall maintain public liability and property damage insurance covering the operations in an amount not less than five million dollars (\$5,000,000) for injury or death of any person, including passengers and persons, in any one accident, and five million (\$5,000,000) for damage to or destruction of any property. The Vendor is responsible for all deductibles.

The Vendor shall have its insurance company submit a Certificate of Insurance directly to the RBA at least 14 days prior to the start of service. Such Certificate of Insurance must name the RBA as an additional insured as well as a certificate holder.

If the Vendor operates RBA owned buses, they shall add the RBA owned buses and RBA to the insurance policy put in place with the initiation of the original contract.

#### **4.6. General Terms and Conditions Associated With FTA Contracts**

**The following general terms and conditions will govern the basic Agreement and are a part thereof.**

##### **1. FINANCIAL ASSISTANCE:**

The work provided for in this Contract (Agreement) is financed, in part, through financial assistance received from the Federal Transit Administration (FTA) of the U.S. Department of Transportation under the authority provided by the Surface Transportation Act of 1982, as amended, the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, the Transportation Efficiency Act for the 21st Century (TEA-21), and the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU). As such it is subject to a grant agreement between FTA and the Authority which will be furnished to Contractor upon request. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in the grant agreement between FTA and the Authority.

##### **2. CONTRACTS AMENDMENTS:**

Any proposed change in this Agreement shall be submitted to the Authority for its prior approval, and when approved the Authority will make the change by a written contract modification. The Authority may at any time by written order, and without notice to the sureties, make changes, within the general scope of this contract in one or more of the following: (1) drawings, designs, or specifications; (2) methods of shipment or packing; and

(3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both; and the contract shall be modified in writing accordingly. The Contractor must request an adjustment under this clause within 15 days from the date of receipt of the notification change. The Authority may decide to act upon the Contractor's request for adjustment at any time prior to final payment under the contract, provided the facts warrant such action.

**Change Order Procedures:** Within 15 days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the proposer and Contracting Officer. At that time, both parties shall execute a detailed contract modification in writing. All changes in the contract that either increase or decrease the cost of, or the time required for the performance of any part of the work under this contract, thereby affecting the contract price or delivery schedule, shall be resolved by mutual agreement between the Proposer and the Authority. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with the contract disputes provisions of FTA Guidelines. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the Authority has obtained the prior concurrence of FTA.

Notice of the acceptance of the change order will be made by the issuance of an Authority change order form to the Contractor. The Contractor will be required to evidence its acceptance of the change order by endorsing and returning to the Authority the change order form within 10 days of its receipt thereof. The acceptance of the change order will bind the Contractor on his part to finish and deliver at his adjusted proposal price in accordance with conditions of said accepted proposal and specifications. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, and specification or other change not properly ordered by written modification to the contract.

**Price Adjustment for Regulatory Changes:** If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Authority and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of proposal acceptance and the date of manufacture. Such price adjustment may be audited, where required.

### 3. CONTRACT TERMINATION PROVISIONS:

The following provisions have been developed by the Northwest Indiana Regional Bus Authority in accordance with 49 CFR Part 18 and FTA Circular 4220.1E:

**Termination for Convenience:** The Authority may terminate this contract in whole or in part, for the Authority's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Authority, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

**Termination for Default:** If the Contractor does not deliver the goods or services provided by this solicitation in accordance with the provisions contained herein, or if the Contractor fails to

perform in the manner called for with regard to other provisions of a contract awarded in conjunction with this solicitation, the Authority may notify the Contractor of its intention to terminate this contract for default. The proposer shall be allowed fifteen (15) calendar days after receipt of the notice of intent to terminate for default in which to rectify the problems that were cause for such notice. Termination shall be effected by serving a final notice of termination on the Contractor setting forth the manner in which the Contractor may be paid for only items delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of, or are beyond the control of the proposer, the Authority after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Opportunity to Cure:** The Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the Authority's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Authority setting forth the nature of said breach or default, the Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### 4. BREACHES AND DISPUTE RESOLUTION:

The following provisions have been developed by the Northwest Indiana Regional Bus Authority in accordance with 49 CFR Part 18 and FTA Circular 4220.1E:

**Disputes:** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Authority's Contracting Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance during Dispute:** Unless otherwise directed by the Authority, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages:** Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies:** Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Indiana.

**Rights and Remedies:** The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Authority or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**5. ACCESS TO RECORDS AND REPORTS:**

The following access to records requirements apply to this Agreement:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307,

**6. 5309 or 5311.**

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related Pursuant to 49 CFR Part 18, Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

**7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:**

The Authority and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Authority, the Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made,

pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**9. CIVIL RIGHTS REQUIREMENTS:**

**Civil Rights** - Pursuant to 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.; the following requirements apply to the underlying contract:

**Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**10. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The (prime) contractor shall not terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate.

Prime contractors must make payment to subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of each payment made by the Authority to the prime contractor.

If retainage is withheld by from the subcontractor, prompt and full payment must be made by the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Authority. When the Authority has made an incremental acceptance of a portion of a prime contract or a progress payment, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Any delay or postponement of payment to subcontractors may only take place for good cause. Any such delay or postponement requires the prior written approval of the Authority.

If any of these conditions are not met, the Authority reserves the right to withhold payment until the Authority is satisfied that these conditions are met.

The contractor agrees to place this clause in all subcontracts.

**11. ENERGY CONSERVATION REQUIREMENTS:**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. These requirements are set forth in 42 U.S.C 6321 et . seq. and 49 CFR Part 18.

**12. CARGO PREFERENCE:**

If awarded a contract, the contractor shall agree to comply with cargo preference requirements on the shipment of foreign made goods, as provided for in 46 USC 12241 (b) (1) and 46 CFR Part 381.

As required by 46 C.F.R. Part 381, the contractor agrees:

(1) To utilize privately owned United States-Flag commercial vessels to ship at least 50

percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the FTA recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590.

**13. FLY AMERICA REQUIREMENTS:**

The Contractor agrees to comply with 49 U.S.C § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent that such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**14. INTELLIGENT TRANSPORTATIONS SYSTEM REQUIREMENTS:**

The Contractor agrees that in the course of implementing any project involving any aspects of an intelligent transportation system it will be compliant with Section VII of the FTA Notice "FTA National ITS Architecture Policy on Transit Projects" at 66 Fed. Reg. 1459, January 8, 2001.

**15. STATE AND LOCAL LAW DISCLAIMER:**

State and Local Law Disclaimer – The Contractor hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the U.S. Department of Transportation, the State of Indiana and local governments.

**16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT). Whether or not expressly set forth in the preceding contract provisions, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

**The following additional General Terms and Conditions apply if the amount of the Contract is greater than \$25,000.**

**17. SUSPENSION AND DEBARMENT PROVISIONS:**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Executive Order 12549, as implemented by 49CFR Part 29, regarding government-wide debarment and suspension of contractors. The Contractor agrees to sign required certifications. The Contractor agrees to pass this requirement on to sub-contractors

seeking subcontracts over \$25,000.

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**The following additional General Terms and Conditions apply if the amount of the Contract is greater than \$100,000.**

**18. LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]:

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**19. CLEAN WATER REQUIREMENTS:**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**20. CLEAN AIR REQUIREMENTS:**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**The following additional terms and conditions apply if the amount of the Contract is greater than \$500,000.**

**21. NOTIFICATION OF FEDERAL PARTICIPATION:**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, the recipient agrees to specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express that amount of that federal

assistance as a percentage of the total cost of that third party contract.

**The following additional terms and conditions apply if there is a contract or sub-contract for items as designated by the U.S. Environmental Protection Agency which equal or exceed \$10,000 per year.**

**22. RECOVERED MATERIALS:**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**SPECIAL TERMS AND CONDITIONS FOR TRANSIT MANAGEMENT OR OPERATIONS PROJECTS ASSOCIATED WITH FTA CONTRACTS**

**The following terms and conditions are applicable for all transit management or operations projects:**

**1. CHARTER SERVICE OPERATIONS:**

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental" i.e., it must not interfere with or detract from the provision of mass transportation.

**2. SCHOOL BUS OPERATIONS:**

Pursuant to 49 U.S.C. 5323 (f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

**The following terms and conditions are applicable for all transit operations projects:**

**3. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS:**

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

**1. General Transit Employee Protective Requirements:**

To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from U.S. DOL to FTA applicable to the FTA Recipient's project from which federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however do not apply to any contract financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C Section 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. Section 5311. Alternative

provisions for those projects are set forth in subsections (b) and (c) of this clause.

2. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.:**

**Section 5310(a)(2) for Elderly Individuals and Individuals with Disabilities:** If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. Section 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. Section 5333(b) are necessary or appropriate for the State and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. Section 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter certification to FTA, the date of which is set forth in the grant agreement or cooperative agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

**Section 5311 in Non-urbanized Areas:** If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. Section 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the FTA.

2. **DRUG AND ALCOHOL TESTING REQUIREMENTS:**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish it compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Indiana, the Northwest Indiana Regional Bus Authority or the Consortium to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR 655, and to review the testing process. The Contractor further agrees to certify annually it compliance with before August 1st of each year and to submit the Management Information System (MIS) reports prior to March 15th of each year to the Consortium. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

3. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**

Pursuant to 40 U.S.C. § 327 -333 (1999); 29 C.F.R. § 5 (1999); 29 C.F.R. § 1926 (1998), the Contractor shall comply with the following:

**Pursuant to Section 102:**

1. **Overtime requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages:**

In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages:**

The Consortium shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts:**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Pursuant to Section 107:**

The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

1. **Payrolls and basic records:**

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which

show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. **Sub-contracts:**

The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

4. **BUS TESTING REQUIREMENTS:**

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components

5. **PATENT AND RIGHTS IN DATA:**

**Rights in Data:**

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory

printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
  - (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
    - a. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
      1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
      2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
    - b. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
    - c. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the

wrongful act of any employee, official, or agents of the Federal Government.

- d. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
  - e. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
  - f. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

**Patent Rights:**

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**5. Required Assurances and Forms**

**BID, OFFER, OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**

**Bidder** \_\_\_\_\_ **(First,** \_\_\_\_\_ **Last)**

**Address:** \_\_\_\_\_

**City/State:** \_\_\_\_\_

Pursuant to notices given, the undersigned offer(s)/bid(s) to the Northwest Indiana Regional Bus Authority in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price, and total amount. The award of this contract will be by classes or items in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bid or certified check or both as the case may be.

\_\_\_\_\_  
Signature of Bidder or Agent

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person from bidding not to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder (Firm)

\_\_\_\_\_  
Signature of Bidder or Agent

**CERTIFICATION OF COMPLIANCE WITH GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PROVISIONS – LOWER TIER COVERED TRANSACTIONS**

**In regard to 49 CFR Part 29 and Executive Order 12549**

**By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below in accordance with the following instructions:**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RBA may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to RBA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact RBA for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NIRPC.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NIRPC may pursue available remedies including suspension and/or debarment.

**Pursuant to the above instructions:**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_ **Signature of Contractor's Authorized Official**

\_\_\_\_\_ **Name and Title of Contractor's Authorized Official**

\_\_\_\_\_ **Date**

# CERTIFICATION REGARDING LOBBYING

## 49 CFR Part 20 - Appendix A

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ **Signature of Contractor's Authorized Official**

\_\_\_\_\_ **Name and Title of Contractor's Authorized Official**

\_\_\_\_\_ **Date**

## 5.1. DBE Program Compliance

### 49 CFR PART 26

The following bid conditions apply to this United States Department of Transportation assisted contract. Submission of a proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

#### REQUIRED CONTRACT CLAUSES (49 CFR 26.13) UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

Northwestern Indiana Regional Planning Commission will ensure that the following clauses are included in each DOT assisted contract and subcontract:

- I) Policy - It is the policy of the Northwest Indiana Regional Bus Authority that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Bidders shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.
- II) DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.
- III) Compliance - All bidders, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by Northwestern Indiana Regional Planning Commission. Agreements between a bidder/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other BIDDERS/PROPOSERS, are prohibited.
- IV) Sub-contract Clauses - All bidders and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.
- V) Acceptable Good Faith Efforts - If any bidder fails to meet the DBE goals for this solicitation, the bidder shall submit, with the bid, proof of good faith efforts, using the guideline listed in Appendix A to 49 CFR 26, along with a written statement of efforts made and reasons for not meeting said goals.

### 5.1.1. General Instructions

All bidders/contractors shall complete and submit, with their bids, DBE Forms 1 & 2.

Each subcontractor listed on DBE Form 1 shall complete and sign a Letter of Intent to Perform as a DBE Subcontractor.

Business Contractors seeking to participate as DBEs must be certified at the time of bid submittal. Northwest Indiana Regional Bus Authority does not certify DBEs. Please check with your state's DBE office.

Bidders who fail to achieve the contract goal(s) stated in the bid document must provide (with the bid) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the bidder as outlined in DBE Form 4.

Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the Northwest Indiana Regional Bus Authority, 6100 Southport Road, Portage, Indiana 46368, 219-763-6060 x141.

***DBE Forms 1 & 2 must be submitted with the bid in order to be eligible to receive a contract award. If there are sub-contractors listed, the sub-contractor must fill out DBE Form 3.***

5.2. DBE Form 1

SCHEDULE OF DBE PARTICIPATION

Name of Vendor: \_\_\_\_\_  
 Project: RBA Northwest Lake County Transit Service  
 Project No.: \_\_\_\_\_  
 Proposal No: \_\_\_\_\_  
 Total Amount: \_\_\_\_\_

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE
				\$
				\$
				\$
				\$
				\$
				\$
				\$

DBE PARTICIPATION TOTAL VALUE \_\_\_\_\_ \$

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

**The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with**

\_\_\_\_\_

**5.3. DBE Form 2**

**DBE SUBCONTRACTOR IDENTIFICATION**  
(Reproduce as necessary)

I HEREBY DECLARE AND AFFIRM THAT I AM THE

\_\_\_\_\_ (Title - Owner, President, etc.) and duly authorized

representative of \_\_\_\_\_ (Name of Firm)

and I hereby declare and affirm that I am a certified DBE.

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(printed)

This firm has current DBE certification from the following agencies and/or state(s):

\_\_\_\_\_  
\_\_\_\_\_

A copy of the current certification letter notifying the firm that it has been DBE certified must be attached to this form.

5.4. DBE Form 3

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: \_\_\_\_\_  
(Name of General Contractor Proposing)

PROJECT: **RBA – Northwest Lake County Transit Service**

***The undersigned intends to perform work in connection with the above project.***

The status of the undersigned is confirmed on the attached DBE Contractor Identification (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

\_\_\_\_\_  
(Specify in detail, work items or parts thereof to be performed)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: \$ \_\_\_\_\_.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(Name of DBE Subcontractor)

\_\_\_\_\_  
(Firm Address)

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City and State)

Name: \_\_\_\_\_  
(Typed)

Title: \_\_\_\_\_

**5.5. DBE Form 4**

**DBE UNAVAILABILITY CERTIFICATION**

I, \_\_\_\_\_,  
\_\_\_\_\_

of \_\_\_\_\_, certify that on the dates below,

I invited the following DBE Subcontractor(s) to bid work items to be performed

<u>DATE OF REQUEST</u>	<u>DBE</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>ITEMS SOUGHT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following Subcontractors submitted bids, which were not the low responsible bid:

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**End of DBE Forms**

## 6. Existing Hammond Transit Service Description

### GENERAL DESCRIPTION OF HAMMOND TRANSIT - MANAGEMENT, OPERATIONS AND RIDERSHIP

The Hammond Transit System (HTS) was a municipal bus service of the City of Hammond. The system provided both fixed-route and complimentary paratransit services throughout Hammond and Whiting and into adjacent cities and towns. Fixed-route transit service and bus maintenance is provided by *First Transit Service, Inc.*, a private transit service company.

**Table 6-1: Current Hammond Transit Bus Inventory and Profile**

Fixed-Route Fleet Size <sup>1</sup>	Year of Vehicle	Age of Vehicle (years)	Manufacturer	Wheelchair Positions	Total Capacity	Fuel Type
4	2003	6	Opus	2	25	Diesel
3	2004	5	Opus	2	29	Diesel
3	2003	6	Champion <sup>1</sup>	2	25	Diesel
1	2004	5	Ford (BoC)	1	15	Diesel

<sup>1</sup> Three vehicles are leased from the private service provider *First Transit Service, Inc.*

The paratransit service is provided by *Triple "A" Express*, a privately operated taxi service. A combination of 22 taxi cabs and vans are used to provide transit to ambulatory and non-ambulatory riders. Determination of individual eligibility for complementary service is performed by the City.

Both services are managed by City of Hammond (now RBA) employees assigned to the Hammond Transit System department (now Northwest Lake County Transit Division). The Department had four employees - three fulltime and one part-time. A competitive bid process was used to select each private transportation providers.

The routes cross into to Munster, Highland and to the southeast side of Chicago. In addition, Chicago and its south suburban communities, East Chicago, and Gary, are all accessible via transfer connections with the NICTD South Shore Line, Pace, Chicago Transit Authority (CTA), Gary Public Transit Corporation (GPTC), and East Chicago Transit (ECT).

The transit serves a local population of about 83,000. The service area is predominantly defined by locations within jurisdiction boundaries. The transit routes extend to the Community Hospital in Munster and Ultra Foods in Highland. Annual public transit ridership in 2008 was just under 300,000. The transit agency operates a weekday fixed-route service using six buses. In 2008, approximately 8,170 riders were provided paratransit service.

## RESULTS OF RBA ANALYSIS OF HAMMOND ROUTES

The ridership analysis recently performed by RBA staff at the route-level that included enumeration of where riders get on and off the buses on each route. Each route was also subjectively evaluated for its utility and value. Collectively, this information provides insight regarding the efficiency of the delivery of transit service. RBA's charge is to make certain that services offered are the services customers needed.

The results of the RBA's on-board survey provides the foundational facts upon which near-term recommendations will be made regarding the potential continuation, restructuring, elimination of existing routes or portions of routes and the proposed introduction of new routes – both local and regional. The information is critical to benchmarking the performance of each route compared to the system as a whole. This supports proposed service changes, if warranted.

Table 6-2 provides a summary profile of the on-board data analysis for each route. Information contained includes:

- Route number and map color
- Route description
- Areas/destinations served
- Average daily rides
- Number of Buses
- Number of bus trips
- Service Intervals
- Route segment categorization
- Potential action

The system map, current schedules, fare policy and other information on both routes and complementary paratransit can be found on the City of Hammond website at <http://www.gohammond.com/web/transit.phtml>

**Table 6-2: Summary Profile of the On-Board Data Analysis by Routes/Route Segments**

<b>Route # Map Color</b>	<b>1 Blue</b>	<b>2 Red</b>	<b>3 Orange</b>	<b>4 Green</b>	<b>5 Yellow</b>
<b>Description</b>	North South Route from 106 <sup>th</sup> and Ewing in Chicago to Hammond Clinic & Target in Munster	East West Route between Downtown Hammond and East Side	South and Eastside Route from Downtown Hammond with one branch to Community Hospital and one to Hessville	South and Eastside Route from Downtown Hammond to Lake Co. Visitor Center	North Southeast Route from Downtown Hammond to Ultra Foods in Highland
<b>Serves</b>	<ul style="list-style-type: none"> <li>▪ Chicago South East Side</li> <li>▪ Horseshoe Casino</li> <li>▪ Clark High School</li> <li>▪ Whiting</li> <li>▪ Calumet College</li> <li>▪ Hammond South Shore Station</li> <li>▪ Noll High School</li> <li>▪ Downtown Hammond St.</li> <li>▪ Margaret Mercy Hospital</li> <li>▪ Federal Courthouse</li> <li>▪ Hammond High</li> <li>▪ City Hall</li> </ul>	<ul style="list-style-type: none"> <li>▪ Courthouse</li> <li>▪ Columbia Plaza</li> <li>▪ Woodmar / Walmart</li> <li>▪ Columbia Center</li> <li>▪ Purdue Calumet</li> <li>▪ Hessville</li> <li>▪ Morton High School</li> </ul>	<ul style="list-style-type: none"> <li>▪ Courthouse</li> <li>▪ Township Office</li> <li>▪ Community Hospital</li> <li>▪ Purdue Calumet</li> <li>▪ Jean Shepherd Center</li> </ul>	<ul style="list-style-type: none"> <li>▪ Courthouse</li> <li>▪ East Chicago South Shore Station</li> <li>▪ Woodmar / Walmart</li> <li>▪ Columbia Plaza</li> <li>▪ Purdue Calumet</li> </ul>	<ul style="list-style-type: none"> <li>▪ East Chicago South Shore Station</li> <li>▪ Woodmar / Walmart</li> <li>▪ Columbia Plaza</li> <li>▪ Columbia Center</li> <li>▪ Gavit High School</li> <li>▪ Cabella's</li> <li>▪ Interstate Plaza</li> <li>▪ Bus Service to Chicago Airports</li> <li>▪ Wicker Park</li> </ul>
<b>Daily Rides Taken</b>	324	143	94	82	102
<b>Round Trips Provided</b>	25	12	11	12	13

Route # Map Color	1 Blue	2 Red	3 Orange	4 Green	5 Yellow
<b>Buses Provided</b>	2	1	1	1	1
<b>Interval between Buses</b>	60 Minutes	60 Minutes	60 Minutes	60 Minutes	60 Minutes
<b>Characterization</b>	Largest route with the most regional characteristics. Prior to 2009 had 30 minute service with four buses. Service into Horseshoe also discontinued. Has a loop through Whiting past Calumet College in southbound direction only. Has second deviation to Bishop Noll High School.	Second largest route. Has local characteristics and serves 2 <sup>nd</sup> largest destination Woodmar/Walmart. Fairly direct service from the Dan Rabin Center to Woodmar/Walmart, with regular use. One-way loop in Hessville with ½ mile between. Only one direction service to Purdue Calumet. Low utilization in this segment	Second smallest route. Tries to serve two markets and not well. Only 6 trips to Hospital and misses shift changes. Low use on branch which is partially served by route 1. Offers best service of Hammond routes to Purdue Calumet. Service Columbia Center Public Housing. Little demand from Jean Shepherd Recreational Center	Smallest route. Previously served Riverside Apartments on Kennedy south of Borman. Largely duplicates other routes. Is paired with route 5 so buses operate in opposite directions on same streets.	Third largest route that serves important grocery store and major regional park outside of Hammond. Serves a high school and public housing. Paired with route 4. Partially duplicates Route 2

Route # Map Color	1 Blue	2 Red	3 Orange	4 Green	5 Yellow
<b>Potential Action</b>	Streamline route by replacing Whiting and Bishop Noll deviations with other routes. Extend route south to Munster Community Hospital and medical / office facilities as far south as Main St.	Retain service between downtown and Woodmar/Walmart. Reconfigure Hessville segment to focus on more productive areas with more direct service	Eliminate service to Munster Community Hospital in favor of service on Route 1. Drop service on Hohman South of 165 <sup>th</sup> . Maintain service on 173 <sup>rd</sup> /175 <sup>th</sup> Streets east of Columbia	Reconfigure service to retain productive portions with other routes and drop this route.	Replace Indianapolis Blvd. portion of route with regional route. Ensure that high school, low income housing Michigan St. senior housing and Columbia Ave destinations are served with reconfigured service.

## 2009 Service Reports

The following tables summarize service provided and utilization for both complementary paratransit and fixed route services offered under the Hammond Transit System.

Starting January 2, 2009, Hammond fixed route services were drastically reduced due to municipal budget conditions. Saturday service on the five weekday routes and a Saturday only Shopper Special was entirely eliminated and weekday service on Route 1 between 106<sup>th</sup> and Ewing and Target/Hammond Clinic was reduced to one trip in each direction per hour from every 30 minutes. This cut the number of buses on the route to two (2) from four (4).

Operating data for 2008 and earlier can be found at the FTA sponsored National Transit Database website <http://www.ntdprogram.gov/ntdprogram/data.htm>, and in the Indiana Department of Transportation Annual Transit Reports at <http://www.in.gov/indot/3101.htm>. The NTD number for Hammond Transit is 5102. Please note that in recent NTD reports fuel costs which were charged separately were not reported in operating costs.

**Table 6-3  
Hammond Transit System  
Bus Ridership by Month  
2009**

Month	Route					Combined
	1	2	3	4	5	
January	5,827	2,445	1,946	1,432	1,989	13,639
February	6,046	2,744	1,640	1,628	1,876	13,925
March	7,176	3,379	2,256	1,901	2,214	16,926
April	7,257	3,402	2,087	1,968	2,373	17,087
May	7,133	3,145	1,877	1,636	2,367	16,158
June	7,441	2,937	1,998	1,700	2,313	16,389
July	6,686	3,018	1,811	1,824	2,422	15,761
August	6,595	3,082	1,539	1,944	2,373	15,533
September	7,569	3,140	1,731	1,739	2,532	16,711
October	7,553	3,522	1,536	1,761	2,508	16,880
November	7,361	3,037	1,262	1,607	2,277	15,544
December	6,805	2,843	1,208	1,473	2,002	14,331
Total	83,449	36,694	20,891	20,813	27,237	188,884

**Table 6-4  
ANNUAL SCHEDULED REVENUE VEHICLE MILES**

	MILES	TRIPS	REVENUE MILES/DAY	REVENUE MILES/WEEK	REVENUE MILES/YEAR
ROUTE 1A	28	13	364	1820	94,640
ROUTE 1B	28	12	336	1680	87,360
ROUTE 2	13	12	156	780	40,560
ROUTE 3	21.9	11	240.9	1204.5	62,634
ROUTE 4	14.6	12.5	182.5	912.5	47,450
ROUTE 5	16	13.25	212	1060	55,120
<b>TOTAL</b>	<b>121.5</b>	<b>73.75</b>	<b>1491.4</b>	<b>7457</b>	<b>387,764</b>



## **7. Northwest Lake County Transportation Plan and Proposal**

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**Northwest Lake  
County Transit Service  
and Transition Plan**

**Prepared for:  
Regional Bus Authority**

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**Prepared by:  
HDR Engineering, Inc.**

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**Draft: November 16,  
2009**

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## PURPOSE

The City of Hammond is facing the prospect of long-term declines of local tax revenues due to an assortment of factors, but in particular those associated with House Enrolled Act 2008-1001. To address these revenue shortfalls, the City has implemented citywide cost reductions citywide cutting services and reducing employees. The Hammond Transit System (HTS), which is a department of the City is one program that has incurred reductions.

During the City 2009 budgeting process, HTS was initially slated for termination at the beginning of 2009. The adopted budget for 2009 provided a vastly reduced HTS service to be funded until June 30, 2009. The reductions included the elimination of all Saturday service including a special Saturday only route and a 50% reduction of service on the system's most popular route.

Subsequently, HTS was funded at the reduced level until the end of 2009, in order to engage regional leadership in an assumption of responsibility for the service by the Regional Bus Authority

On September 21, 2009, the Hammond City Council adopted a resolution that eliminates the Hammond Transit System from the city's operating budget and forecloses the City's direct involvement in the provision of transit including complementary paratransit in Hammond. Instead, the resolution designates that \$900,000 from casino revenues in both 2010 and 2011 be made available to the RBA to retain a level of service until all local public transportation services are made a part of regionally funded consolidated service.

The City's proposal requires RBA to assume all future funding responsibility for the transit service. City assets associated with the transit system would become RBA assets including: buses, facilities, equipment and supplies. If at the end of 2011, RBA remains without independent funding, the service would then be terminated.

The RBA is poised to assume these responsibilities and has begun transition activities for the formal transfer of transit responsibilities to the RBA on January 2, 2010. The RBA is very familiar with the management, operations and funding requirements of the Hammond Transit system. This report is part of a very focused RBA effort to document the "business case" in support of this transition.

The RBA's goal is to assume the transfer of the transit system from the City of Hammond with a 2-year funding commitment from the City of Hammond and from the Northwest Indiana Regional Development Authority (RDA). Other revenue sources to support the initial two years of system operation by the

RBA are being coordinated with the Indiana Department of Transportation and the Federal Transit Administration through the Northwestern Indiana Regional Planning Commission. Successful completion of the transition and operation of the Hammond System will establish that the RBA has the capacity to provide viable transit services of value to the region that can and should be expanded and pursued throughout northwest Indiana.

The RBA's actions will be guided, in part, by the following five objectives:

1. Establish system-wide stability of the operations
2. Establish system management and operation standards to ensure ongoing safe transit operations, continued provision of service responsive to rider and prospective rider needs, and achieving operational efficiencies in the management, administration and operation of transit service
3. Evaluate all service offerings to develop a baseline of system performance at the route level for fixed-route transit service, and likewise, in the provision of complimentary paratransit service
4. Plan and implement service and route modifications to improve route performance
5. Begin the phasing-in of regional transit service while still providing an adequate level of local transit service

This report explains in summary fashion the advantages of this transition of responsibility to the RBA. It provides reasons for the City of Hammond and the RDA to collectively provide the initial two years of funding requirement to support the fixed-route, the complimentary paratransit, and a new regional route services.

## **I. SUMMARY OF PROPOSED NW INDIANA REGIONAL TRANSIT CONSOLIDATION PLAN**

Assumption of Hammond Transit by the RBA is a major step towards achieving the objectives established for future transit consolidation proposed for Northwest Indiana.

In June 2009, the RBA and the RDA endorsed the plan to consolidate the three transit systems – Gary Public Transit Corporation (GPTC), East Chicago Transit (ECT) and the Hammond Transit System. These systems have traditionally limited their transit operations to service within or adjacent to their respective jurisdictions. The consolidation proposal was also reviewed by several members of the Indiana General Assembly. Since a new revenue source would be required to create and maintain a dedicated transit account, the FY 2010 State of Indiana Budget included a section that called for a referendum in four northwest Indiana counties to establish a Regional Transportation District with taxing capacity. The referendums were held in two of the four counties on November 3 where they failed.

The initiatives of the Northwestern Indiana Regional Planning Commission (NIRPC) provided impetus for the RDA and RBA to examine the operational and financial benefits that potentially could be derived from consolidating the East Chicago, Gary, and Hammond transit systems. Each system operates local fixed route and complimentary ADA services within their respective jurisdictions. Coordination, however, is weak and limited among these systems.

Transit service in Northwest Indiana is expected to benefit from a system-wide re-structuring. Consolidating resources of three transit systems, developing a coordinated system of routes and services, focusing efforts on attracting new markets while still serving existing markets, these are just some of the actions necessary to create a regional transit system. These are the actions needed to establish the transit system as an integral component of Northwest Indiana's transportation system. The RBA will be the focus of coordination and accountability for transit services as they eventually consolidate under RBA's umbrella. The RBA will:

- Institute standards for customer service, employee training and service reliability
- Provide, through a call center and website, travel information on all transit services
- Implement a service management and quality control system that enables the RBA and service providers to supervise operations in real-time

- Provide consolidation efforts to combine system operations thereby saving time and money

Consolidation involves coordination of functional, organizational, and physical attributes. Consolidation of the three fixed-route transit provider's targets optimizing the use of financial resources in serving the greatest number of riders most efficiently. It aims to improve, modify and expand transit services presently offered in order to upgrade the system's value and utility. The result – Northwest Indiana's transit systems remain responsive to the transportation needs of local and regional markets.

The other providers in the region, including the fixed-route bus system in Valparaiso, the rail transit services of Northern Indiana Commuter Transportation District (NICTD), and the demand-response providers are envisioned to be part of, and benefit from, a consolidated regional system as it takes form.

This proposed consolidation:

- Provides existing and future transit riders with a coordinated transit system with a route structure independent of jurisdictional boundaries
- Provides regional one seat (no transfer) rides as a service standard
- Operates local transit service consistent with market demand
- Operates a regional comprehensive and coordinated system of ADA-compliant service that expands concurrently with the expansion of regional transit service

As part of the consolidated system, the RBA would adopt as one of its top priorities, achieving service coordination and service consolidation between RBA's private contract transit providers and human service agencies. This proposal is also in-line with transit service-delivery priority of the Federal Transit Administration (FTA) to encourage the coordination and consolidation of these services to improve the cost effectiveness and to increase service capacity to meet the transportation needs of these market segments.

## II. GENERAL DESCRIPTION OF HAMMOND TRANSIT - MANAGEMENT, OPERATIONS AND RIDERSHIP

The Hammond Transit System (HTS) is a municipal bus service of the City of Hammond. The system provides both fixed-route and complimentary paratransit services throughout Hammond and Whiting. Fixed-route transit service and bus maintenance is provided by *First Transit Service, Inc.*, a private transit service company.

**Table 1: Current Hammond Transit Bus Inventory and Profile**

Fixed-Route Fleet Size <sup>1</sup>	Year of Vehicle	Age of Vehicle (years)	Manufacturer	Wheelchair Positions	Total Capacity	Fuel Type
4	2003	6	Opus	2	25	Diesel
3	2004	5	Opus	2	29	Diesel
3	2003	6	Champion	2	25	Diesel
1	2004	5	Ford (BoC)	1	15	Diesel

<sup>1</sup> Three vehicles are leased from the private service provider *First Transit Service, Inc.*

The paratransit service is provided by *Triple "A" Express*, a privately operated taxi service. A combination of 22 taxi cabs and vans are used to provide transit to ambulatory and non-ambulatory riders. Determination of individual eligibility for complementary service is performed by the City.

Both services are managed by City of Hammond employees assigned to the Hammond Transit System department. The Department has four employees - three fulltime and one part-time. A competitive bid process was used to select each private transportation providers.

HTS routes cross into to Munster, Highland and to the southeast side of Chicago. In addition, Chicago and its south suburban communities, East Chicago, and Gary, are all accessible via transfer connections with the NICTD South Shore Line, Pace, Chicago Transit Authority (CTA), Gary Public Transit Corporation (GPTC), and East Chicago Transit (ECT).

Hammond Transit serves a local population of about 83,000. The service area is predominantly defined by locations within jurisdiction boundaries. Hammond's transit routes extend to the Community Hospital in Munster and Ultra Foods in Highland. Annual public transit ridership in 2008 was just under 300,000. The transit agency operates daily peak-hour, fixed-route service using six buses. In 2008, approximately 8,170 riders were provided paratransit service.

### III. BUDGET REQUEST AND REQUIREMENTS, FUNDING SOURCES, ECONOMIC BENEFITS

The RBA will soon develop a Request for Proposals (RFP) to negotiate up to a 2-year contract for transit services with a private transit provider. Presently, the City contracts with *First Transit, Inc.* to provide operations and maintenance services and to provide buses to supplement the City-owned bus fleet. This contract expires in January, 2010. RBA discussions with *First Transit* and *Triple "A" Express* to extend the fixed-route and paratransit services contracts for essentially the same terms for six months have been successful. This extension period enables RBA to stabilize service and for RBA to become more familiar and experienced in the management and numerous facets of the transit system. During this transition period, the RBA Board and Executive Director will be adopting and implementing a plan designed to "provide a new face" to transit serving Hammond.

At present, Hammond Transit System funding is comprised of local and state funding, federal funding, and fare revenues. Their total operating budget for 2008 (the last full-reporting year available) was just over \$2.5 million. The proportion of funding by funding source is provided in the table which follows:

<b>Table 2: Funding by Funding Source</b>				
	<b>2008</b>		<b>2009</b>	
	<b>Amount</b>	<b>Percent of Total</b>	<b>Amount</b>	<b>Percent of Total</b>
<b>Local</b>	<b>\$ 800</b>	<b>32%</b>	<b>\$ 814</b>	<b>36%</b>
<b>Federal</b>	<b>775</b>	<b>31%</b>	<b>775</b>	<b>34%</b>
<b>State</b>	<b>675</b>	<b>27%</b>	<b>563</b>	<b>25%</b>
<b>Fares</b>	<b>250</b>	<b>10%</b>	<b>105</b>	<b>5%</b>
<b>Other</b>	<b>0</b>	<b>0%</b>	<b>2</b>	<b>0%</b>
<b>Total</b>	<b>\$2500</b>	<b>100%</b>	<b>\$ 2259</b>	<b>100%</b>

<sup>1</sup> FTA funding is administered by NIRPC which is the FTA Designated Recipient

<sup>2</sup> Source: sales tax revenues

With the announcement by the City that it can no longer financially support Hammond Transit, Hammond Transit services will end by December 31, 2009. The RBA and the City of Hammond are discussing the transfer of services to the RBA commencing January 1, 2010.

Table 3 contains the 2-year funding requirement for regional transit service and funding required for transit routes operating within the City of Hammond. RDA, using their funds supplemented by federal CMAQ funding would fund the following potential regional transit route, that the RBA is requesting RDA to fund a regional bus transit service along with enhanced Hammond local services:

Indianapolis Boulevard from 106<sup>th</sup> and Ewing in Chicago through the cities of Hammond, Whiting, East Chicago, and the Towns of Munster and Highland to 53<sup>rd</sup> Avenue (Main Street).

Funds from RDA, the City of Hammond, and the state would be used to support local service within the City of Hammond.

<b>Table 3: RBA Funding Requirements</b>					
	<b>Local Routes and Paratransit</b>	<b>Regional Route Calumet</b>	<b>Regional Route Indianapolis</b>	<b>One Year Total</b>	<b>Two Year Total</b>
<b>RDA Funding</b>	500,000	1,000,000	1,400,000	2,900,000	5,800,000
<b>Federal Funds CMAQ</b>	0	0	520,000	520,000	1,040,000
<b>City of Hammond</b>	600,000	300,000	0	900,000	1,800,000
<b>State Funds PMTF</b>	543,000	0	0	543,000	1,086,000
<b>Federal Funds FTA</b>	570,000	0	0	570,000	1,140,000
<b>Fare Box Est.</b>	100,000	190,000	210,000	500,000	1,000,000
<b>Other Revenues Est.</b>	15,000	35,000	35,000	85,000	170,000
<b>Total</b>	<b>2,328,000</b>	<b>1,525,000</b>	<b>2,165,000</b>	<b>6,018,000</b>	<b>12,036,000</b>

Two years of funding from the RDA of \$5.8 million will leverage more than \$6.2 million in local, state and federal funds.

The transfer of Hammond Transit to the RBA is a major step in the direction of generating economic benefit. While a calculation of economic benefits is not available for just Hammond, the following estimations reflect economic benefit that can potentially be derived from consolidation of the East Chicago, Gary, and Hammond transit systems.

According to the RDA's "Comprehensive Economic Development Plan"(June 9, 2007), the improved bus services as outlined in the RBA Strategic and Operations Plan provides an opportunity to stimulate the economy and increase the quality of life for the residents of the region. The RDA analysis used advanced economic models including, Regional Economic Model, Incorporated (REMI), and Policy Insight and Transight models

According to the comprehensive economic development plan, the economic benefits for the improvement of Bus and Demand Response Transportation Service accrue from reduced congestion and better access to jobs, healthcare, shopping, and other trip purposes. The RDA plan indicates that the RBA's planned improvements have the potential to:

- Increase employment by nearly 7,000 jobs over the period to 2040
- Provide personal income growth with a net present value of \$4.5 billion over the time horizon
- Generate a net present value of \$7.2 billion in additional economic activity during the same period
- Cause the population to increase in Lake and Porter Counties by approximately 8,670 people

Elimination of the Hammond transit services is expected to cause a decline in the quality of life among its many riders as well as for the beneficiaries of transit services including residents and employers. Quality of life examples include:

- *For the commuter:* Express access to employment and to other transit services such as to commuter rail services
- *For the student:* Access to classes and other forms of transit
- *For seniors:* Whose only means of transportation and independence is transit
- *For the working family provider:* Requires reliable transportation to and from work
- *For employers:* Need to hire and retain dependable workers
- *For the businesses:* Decline to locate in Hammond because of the absence of public transit

#### IV. COMPLIMENTARY TRANSIT SERVICES

The complimentary transit service will be provided by *Triple "A" Express*. *Triple "A" Express* has agreed to transfer and extend the Hammond contract to the RBA. The RBA expects an increase in the volume of eligibility certification applications, rides provided, and consequently, funding required supporting this increase in rides.

The eligibility certification process is critical to determining the number of individuals certified as eligible to use the paratransit services. Eligibility directly relates to program demand and program cost. The RBA intends manage the certification of eligible disabled persons and the monitoring of service in a manner similar to that currently in place.

A paradox with the potential to cause a financial challenge exists in the provision of paratransit complimentary services. *High service quality generates higher service demand in a door-to-door service with limited potential for improved productivity, which consequently results in higher expenditures to support the service (pay Triple "A" Express)*. The RBA will actively pursue coordination and perhaps consolidate demand-response services for the purpose of providing a greater volume of service for the elderly and mobility challenged with improved financial efficiency.

Regarding the delivery of complimentary service, the RBA and human service providers will strive to coordinate and perhaps consolidate services for the purpose of providing a greater volume of service for the elderly and mobility challenged. This coordination also meets the requirements of SAFTEA LU (Federal Transportation Act) that encourages the coordination and consolidation of these services to make them more cost effective and to increase their ability to meet the transportation needs of these market segments. These goals mesh with those of the consolidated regional service as the Federal Transit Administration mandates that Job Access Reverse Commute (JARC), New Freedoms and Section 5310 Programs are to be coordinated and consolidated.

The RBA has already made strides to consolidate the administrative aspects of the operation. The purchase of the "RouteMatch" software will help increase service efficiency. Under a consolidated system, all paratransit services (and demand-response services) in the region must operate using the same software. All vehicles are linked via mobile data terminals (MDTs). The route system will be licensed to all paratransit service providers throughout the region by the RBA.

## V. RESULTS OF RBA ANALYSIS OF HAMMOND ROUTES

The ridership analysis recently performed by RBA staff at the route-level that included enumeration of where riders get on and off the buses on each route. Each route was also subjectively evaluated for its utility and value. Collectively, this information provides insight regarding the efficiency of the delivery of transit service. RBA's charge is to make certain that services offered are the services customers needed.

The results of the RBA's on-board survey provides the foundational facts upon which near-term recommendations will be made regarding the potential continuation, restructuring, elimination of existing routes or portions of routes and the proposed introduction of new routes – both local and regional. The information is critical to benchmarking the performance of each route compared to the system as a whole. This supports proposed service changes, if warranted.

Based on the data analysis, routes would be categorized as:

- **Consistent strong route segment performance** – No change or a slight change intended to optimize route performance is the preferred action
- **Uneven route segment performance** – Ridership consistently strong along route segments and ridership consistently weak along other segments of the same bus route. On a per case basis, RBA will consider proposing some rerouting modifications; service frequency changes; or as a last resort, truncating the consistently poor performing route segment, assuming the segments are contiguous.
- **Consistently poor route segment performance** -

RBA's objective is not to reduce the provision of transit services. RBA, however, might provide service differently to improve transit delivery utility and efficiency. Table 4 provides a summary profile of the on-board data analysis for each route. Information contained includes:

- Route number and map color
- Route description
- Areas/destinations served
- Average daily rides
- Number of Buses
- Number of bus trips
- Service Intervals
- Route segment categorization
- Potential action

**Table 4: Summary Profile of the On-Board Data Analysis by Routes/Route Segments**

<b>Route # Map Color</b>	<b>1 Blue</b>	<b>2 Red</b>	<b>3 Orange</b>	<b>4 Green</b>	<b>5 Yellow</b>
<b>Description</b>	North South Route from 106 <sup>th</sup> and Ewing in Chicago to Hammond Clinic / Target in Munster	East West Route between Downtown Hammond and East Side	South and Eastside Route from Downtown Hammond with one branch to Community Hospital and one to Hessville	South and Eastside Route from Downtown Hammond to Lake Co. Visitor Center	North Southeast Route from Downtown Hammond to Ultra Foods in Highland
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Route # Map Color	1 Blue	2 Red	3 Orange	4 Green	5 Yellow
<b>Buses Provided</b>	2	1	1	1	1
<b>Interval between Buses</b>	60 Minutes	60 Minutes	60 Minutes	60 Minutes	60 Minutes
<b>Characterization</b>	Largest route with the most regional characteristics. Prior to 2009 had 30 minute service with four buses. Service into Horseshoe also discontinued. Has a loop through Whiting past Calumet College in southbound direction only. Has second deviation to Bishop Noll High School.	Second largest route. Has local characteristics and serves 2 <sup>nd</sup> largest destination Woodmar/Walmart. Fairly direct service from the Dan Rabin Center to Woodmar/Walmart, with regular use. One-way loop in Hessville with ½ mile between. Only one direction service to Purdue Calumet. Low utilization in this segment	Second smallest route. Tries to serve two markets and not well. Only 6 trips to Hospital and misses shift changes. Low use on branch which is partially served by route 1. Offers best service of Hammond routes to Purdue Calumet. Service Columbia Center Public Housing. Little demand from Jean Shepherd Recreational Center	Smallest route. Previously served Riverside Apartments on Kennedy south of Borman. Largely duplicates other routes. Is paired with route 5 so buses operate in opposite directions on same streets.	Third largest route that serves important grocery store and major regional park outside of Hammond. Serves a high school and public housing. Paired with route 4. Partially duplicates Route 2

<b>Route # Map Color</b>	<b>1 Blue</b>	<b>2 Red</b>	<b>3 Orange</b>	<b>4 Green</b>	<b>5 Yellow</b>
<b>Potential Action</b>	Streamline route by replacing Whiting and Bishop Noll deviations with other routes. Extend route south to Munster Community Hospital and medical / office facilities as far south as Main St.	Retain service between downtown and Woodmar/Walmart. Reconfigure Hessville segment to focus on more productive areas with more direct service	Eliminate service to Munster Community Hospital in favor of service on Route 1. Drop service on Hohman South of 165 <sup>th</sup> . Maintain service on 173 <sup>rd</sup> /175 <sup>th</sup> Streets east of Columbia	Reconfigure service to retain productive portions with other routes and drop this route.	Replace Indianapolis Blvd. portion of route with regional route. Ensure that high school, low income housing Michigan St. senior housing and Columbia Ave destinations are served with reconfigured service.

## **VI. POTENTIAL ROUTE CHANGES**

This section includes a series of “sketch” transit routes – both local and regional -- with the “Potential Action(s)” contained in Table 4. Later in the transition process, new routes or route changes will become more defined. Public hearing(s) will be held to obtain comments for consideration in final route design. For each sketch route, key destinations are identified. In addition to the individual route changes, a map of the current Hammond Transit System is provided.

Alongside the current Hammond Transit System map is a composite sketch system map. This enables a visual comparison between the current Hammond Transit System and a sketch plan illustrating potential changes at the route level. Potential regional routes are illustrated on the sketch system plan. This enables a visual comparison between the former Hammond Transit System and a sketch system structure that contains routes unchanged from the Hammond system, routes modified to optimize ridership and efficiency, and sketch routes that would operate within the City of Hammond boundaries and sketch routes that originate in the City and are regional in the service provided.

**Maps provided separately.**

**Updated maps provided separately.**

## **VII. TRANSITION PROCESS, FINANCIAL REQUIREMENT AND FUNDING SOURCES, MANAGEMENT STRUCTURE, STAFFING, SKETCH SYSTEM PLAN**

### **Transition Proposal**

In 2008, the City announced that continued funding of the transit system was in jeopardy. The City had no other option but to fund the transit system on a month-by-month basis. Service reductions were immediately implemented, including the elimination of Saturday transit service. In fall 2009, the City of Hammond reported to the RBA and to the public that the City's transit funding condition was "dire." With that announcement, the City announced that their need to terminate all Hammond transit services, including complimentary ADA service, is inevitably imminent.

The City of Hammond is requesting the RBA to assume responsibility for the provision of fixed-route and complimentary paratransit services in Hammond. The City's proposal requires RBA to assume all future funding responsibility for Hammond Transit. This major action would permanently transfer all City assets associated with the transit system to RBA, including: buses, transit facilities, equipment and supplies. Some Hammond transit system employees may opt to continue employment by transferring to the RBA. Hammond transit system contracts with *First Transit, Incorporated*, to operate the service, provide a portion of the bus fleet, and perform maintenance services. This contract would be assigned to the RBA.

### **Transition Objectives**

The objectives of the transition are:

1. Establish system-wide stability of the operation
2. Establish system management and operation standards to ensure ongoing safe transit operations, continued provision of service responsive to rider and prospective rider needs, and achieving operational efficiencies in the management, administration, and operation of transit service
3. Evaluate all service offerings to develop a baseline of system performance at the route level for fixed-route transit service, and likewise, in the provision of complimentary paratransit service  
Plan and Implement service and route modifications to improve route performance
4. Implement service July 1, 2010

## **Transition Process**

The process for the transition includes:

1. RBA assumes First Transit and Triple-A contracts with contract extension agreements through June 30, 2010 with no service changes implemented during that period.
2. Request for Proposal is prepared by RBA and advertised in early January 2011 to solicit a private transit operator for the fixed-route and complimentary paratransit services.
3. Process of vetting sketch service plan and conducting public meetings occurs.
4. Route structure and all modifications are completed and ready for introduction by July 1, 2010 concurrent with the start of the new private service provider contract.

## **Sketch Transit System Plan**

The “sketch” transit system plan includes local and regional transit service. Local transit, as structured at the time of transition from the City to RBA remains unchanged through July 30, 2010. During that period, recently collected on-board ridership data is recorded and analyzed. Potential modifications to routes where some segments are strong and others are weak are made part of the plan to be presented to the public. Likewise a new regional route is proposed as part of the plan as well.

Complimentary paratransit service continues adhering to the same certification rules used by the City of Hammond. Efforts are made by RBA to coordinate with social service agencies regarding the coordination or consolidation of transit service.

## **Financial Requirement**

RBA is requesting both the RDA and City of Hammond to provide funding for two-years – through 2011. Funding is required for a 2-year period following the transition to support planned new regional service and existing and improved service operating throughout Hammond.

### Regional Service:

RDA: \$2.4 million/year for 2 years  
Federal CMAQ: \$520,000/year for 2 years

### Local Service:

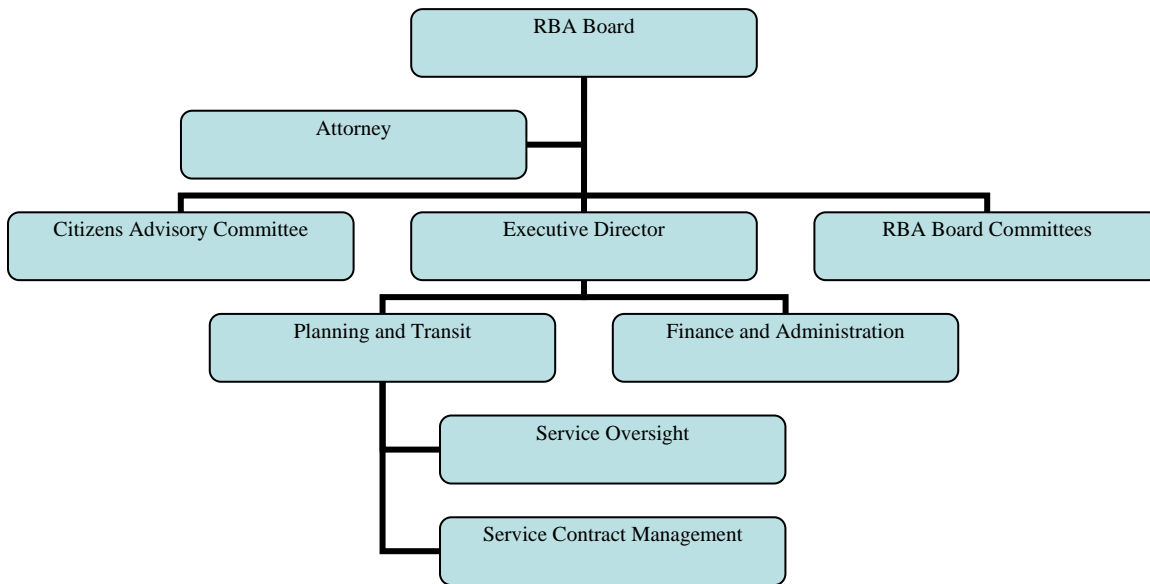
RDA: \$500,000/year for 2 years  
City of Hammond: \$900,000/year for 2 years  
State PMTF: \$543,000/year for 2 years  
FTA: \$550,000/year for 2 years

## Funding Sources

During the initial 2-year period following the start of the transition funding sources required include: RDA, City of Hammond, State PMTF, and FTA.

During the initial 2-year period RBA will work towards initiating consolidation with ECT and GPTC. If successful, this provides impetus to justify to the Indiana General Assembly state dedicated transit funding. Should this effort take longer or fail, funding will be sought from the some or all of the four sources identified above.

## Draft Management Plan



**Staffing Plan**

RBA will transfer 2 full time and 2 part time staff from Hammond Transit

1. Executive Director (duty and title changes for oversight and CAB)
2. Transit Analyst
3. Maintenance Workers (one split shift, one afternoon shift)

**Estimated Schedule**

The estimated transition schedule, including follow-up activities is provided in detail in Section IX.

## **VIII. TRANSITION SCHEDULE**

The Transition Schedule provides the estimated timeframe for a broad category of transit system improvement activities. The schedule extends from November 2009, encompasses all 12 months of 2010, and continues into 2011. Categories of activities contained in the schedule begin with the transition and quickly move into proposed system and service improvements. In particular, these categories include:

- Transfer of Hammond Transit to RBA
- Solicitation for private sector transit operator
- Conducting of public meetings to present proposed service changes
- Marketing of the transit system and its services for branding purposes, alert residents and employers of new regional one-seat-ride services will take place within Hammond and adjacent jurisdictions including NICTI rail stations
- Introduction of scheduled management systems focused on contractor, operations and financial performance
- Performing a transit fare policy study

**Table 6: RBA Activities Related to Hammond Transit System Transfer from 2009 to 2011**

Activities	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Transition Negotiations	■															
RBA ASSUMES TRANSIT RESPONSIBILITIES			◆													
RFP PROCESS - SELECT PRIVATE TRANSIT OPERATORS			■													
Public Meetings on Proposed System Changes		■														
RBA TRANSIT ROUTES FINALIZED			◆													
RBA transit service marketing program finalized		■														
Initial marketing program implemented								■								
RBA TRANSIT SERVICES BEGIN 7/1/2010									◆							
Initial Route evaluation and refinements									■							
Establish Citizens' Advisory Committee (CAC)						■										
Quarterly CAC Meetings with RBA												◆				◆
Quarterly budget reviews									◆			◆				◆
Monthly transit performance reviews									◆	◆	◆	◆	◆	◆	◆	◆
Semi-annual review of operators performance														◆		
Fare Policy Study											■					

Activities shown in all capital letters are major actions relating to the transition.

## **X. CONCLUDING REMARKS**

The RBA has attempted with the assistance of the RDA and many other stakeholders to find permanent funding for Regional Transit. There have been many critics, some that have spoken on a variety of issues, but one single standout issue has continually been an unproven track record by the RBA. Unfortunately, many of the objectives currently being funded by the RBA, with current RDA grant dollars, are projects unseen by the public such as the Call Center and the Demand Response Dispatch Center. Most of the capital vehicle projects committed to in 2008 and 2009 are under construction and yet to be delivered, and the ARRA projects are just now materializing.

The RBA has assembled a proposal that with financial assistance from the RDA to leverage monies from the City of Hammond, from the Indiana Department of Transportation, and from the Federal transit Administration ensures continuation of the transit service for at least the next two years. The RBA has already completed an initial stage of an operational analysis of the existing service, and these results will provide a basis for maintaining, modifying or eliminating non-productive routes or route segments.

The transfer of bus services to the RBA can be viewed as the first major action towards jointly establishing a consolidated transit system utilizing both local and Regional Routes together to create and integrated transit system. Our next tasks are to continue the consolidation efforts with both East Chicago Transit and Gary Public Transit Corporation.

The merging of all agencies provides the ability to plan and operate regional transit service throughout northwest Indiana while still operating a core fixed-route and complimentary Para-transit services within each of the jurisdictions. The consolidation process and associated operational and financial benefits are detailed in the report prepared for the RBA entitled, "Northwest Indiana Transit Consolidation Plan; June 2009."

The RBA has already planned, evaluated, and proposed several regional transit routes that can become elements of a new regional system. The new routes proposed by this plan are designed to generate economic and social benefits by providing access and destinations to where people wish and need to travel.

**Table  
Hammond Service Options and Estimated Costs**

Alternative	Route	Description	Regional	Length (miles)		Travel Time			Buses Required		Scheduled VH		Peak - Off Peak Blend		Schedul				
				Local	1- Way	Round Trip	1- Way	Round Trip	Cycle	30 Min	60 Min	30 Min	60 Min	% 30 min	%60 min	Schedul			
																Weekday	Saturday	WD Annual	Sa Annual
All	Blue Green	Indianapolis Blvd 106 / Ewing to Main	R	18	36	72	144	172.8	6.0	3.0	72.0	36.0	60%	40%	57.6	38.6	14,688.0	2,006.8	
All	Brown	Calumet Ave 106 / Ewing to Main	R	15	30	60	120	144.0	5.0	2.5	60.0	30.0	60%	40%	48.0	32.2	12,240.0	1,672.3	
Not Mapped		Calumet Ave 106 / Ewing to Fisher (Community Hospital)	R	13	26	52	104	124.8	4.5	2.5	54.0	30.0	60%	40%	44.4	29.7	11,322.0	1,546.9	
Not Mapped		Indianapolis and Calumet to Main Looped - 2 way	R	35	70	140	280	336.0	11.0	6.0	132.0	72.0	60%	40%	108.0	72.4	27,540.0	3,762.7	
1	Purple	Route 2 Unmodified	L	13	13	52	52	62.4	2.0	1.0	24.0	12.0		100%	12.0	8.0	3,060.0	418.1	
1	Green	Route 3 Columbia 173rd	L	7.4	14.8	29.6	59.2	71.0	2.5	1.5	30.0	18.0		100%	18.0	12.1	4,590.0	627.1	
2	Dark Purple	Circular Route Hoffman Indianapolis 175th Columbia Michigan Two Way Loop	L	12	12	48	48	57.6	2.0	1.0	24.0	11.5		100%	11.5	7.7	2,937.6	401.4	
2	Dark Pink	Route 2/3 Columbia 155, 167 169 173	L	7.6	15.2	30.4	60.8	73.0	2.5	1.5	30.0	18.0		100%	18.0	12.1	4,590.0	627.1	
3	Black	Circular Route Michigan Indianapolis, 175th Columbia Highland Hohman Two- Way Loop	L	11	11	44	44	52.8	2.0	1.0	24.0	12.0		100%	12.0	8.0	3,060.0	418.1	
3	Blue	Route 3 Hohman Highland Sohl 165th Columbia 173rd	L	7.4	14.8	29.6	59.2	71.0	2.5	1.5	30.0	18.0		100%	18.0	12.1	4,590.0	627.1	
4	Dark Purple	Circular Route Hoffman Indianapolis 175th Columbia Michigan	L	12	12	48	48	57.6	2.0	1.0	24.0	11.5		100%	11.5	7.7	2,937.6	401.4	
4	Blue / Dark Pink	D-2 and D-4 Looped Two Way Loop	L	15	15	60	60	72.0	2.5	1.5	30.0	18.0		100%	18.0	12.1	4,590.0	627.1	
									5.0	3.0	60.0	36.0		100%	36.0	24.1	9,180.0	1,254.2	
All		To Government Center from 45th & Calumet 45th, Cleveland/Taft/Main	R	14	24	56	112	134.4	Every 2 Hr	1.0		12.0		100%	12.0	8.0	3,060.0	418.1	

Assumptions  
 Operating Speed 15 mph 4 min/mile  
 Operating Day 12 hours each bus  
 Saturday 2/3 of Weekday

Bus Estimates rounded up to nearest 0.5 bus

**Table  
Hammond Service Options and Estimated Costs**

Alternatives Summary

Alternative	Route	Description	Regional Local	Length (miles)		Travel Time			Buses Required		Scheduled VH		% 30 min	%60 min	Peak - Off Peak Blend			
				1- Way	Round Trip	1- Way	Round Trip	Cycle	30 Min	60 Min	30 Min	60 Min						
Common		Indianapolis Blvd., Calumet Ave., & Government Center							11.0	6.5	132.0	78.0			105.6	70.8	26,928.0	3,679.1
1									15.5	9.0	186.0	108.0			135.6	90.9	34,578.0	4,724.3
2									17.5	10.0	210.0	120.0			147.6	98.9	37,638.0	5,142.4
3									17.5	10.0	210.0	120.0			147.6	98.9	37,638.0	5,142.4
4									18.0	10.5	216.0	125.5			153.1	102.6	39,045.6	5,334.7

Circular Routes have two -way service.  
Not mapped routes not included in estimated.

## **8. Tri-City Route**

Service hours

Ridership

## **9. RBA Service Policies**

### **9.1. Background Information; Fares; Companions & PCA'S**

In 1991 the Federal Government passed the Americans with Disabilities Act (ADA) requiring transit systems operating fixed route systems to provide Complementary Paratransit services for persons with disabilities who cannot use the regular fixed route system. Individuals, who are unable to board, ride or disembark from a fixed route accessible vehicle or who cannot independently navigate the fixed route system may be deemed eligible through the RBA certification process to use complementary paratransit service.

Therefore, on JANUARY 1<sup>ST</sup>, 2010, the Regional Bus Authority began offering curb-to-curb complementary paratransit service to participants, who, due to the nature of their disability, could not access the fixed route bus system. The RBA is compelled by law to offer service in the same areas and during the same time as the regular fixed route to people certified as eligible to use complementary paratransit at no more than two times the price of the regular fixed route fare. (Eligible paratransit riders also qualify for half fare on the fixed route buses upon presentation of their paratransit card).

The RBA must operate service according to the six service criteria defined in the law. The criteria are: service area, response time, trip purpose, fares, days and hours of service and capacity constraints. These criteria define how the service is to be provided comparable to fixed route and most importantly the law prohibits "capacity constraints" that could limit the quantity of service provided or impact the quality of service in a way to artificially suppress demand.

### **9.2. Fares**

All participants shall pay a fare of two times the price of the regular fixed route fare. This fare is based upon one origin and destination per trip. In the event an individual wishes to travel to multiple destinations, the participant will be required to pay an additional fare not to exceed two times the price of the regular fixed route fare per additional destination. The contractor shall retain the fares collected.

Companions shall be charged the same fare as the participant they are accompanying. Companions are only allowed if space is available.

Personal care attendants shall ride free of charge. The RBA will inform the contractor if an individual is approved to travel with a personal care attendant. Personal care attendants and companions shall be picked up and let off at the same location as the participant.

### **9.3. Complaint, Grievance & Appeal Process Procedures for Fixed Route & Complementary Paratransit Services**

In the event a rider of the RBA SYSTEM has a complaint concerning an employee or service provided by the RBA or the contractor of fixed route, or complementary paratransit services the following procedure is to be followed.

- The initial complaint, whether verbal or written should be directed to the Planning and Transit Director, within ten working days. For a complaint to be acted upon it must be documented in writing with a signature and address of the grieving party. **Assistance in completing the complaint form is available upon request.** Forms are available on all RBA vehicles, at the Dan Rabin Transit Plaza, 425 Sibley Street, Hammond, IN 46320 and at the RBA Main Offices, 6100 Southport Road, Portage, IN 46368.
- If the complaint is regarding a direct employee, or service provided by the RBA at the Dan Rabin Transit Plaza, the Planning and Transit Director will handle the disposition of the complaint. If required, a response will be given to the complainant within thirty days of receipt of the complaint. A copy of the disposition of the complaint will be kept on file at the RBA. Disciplinary action taken upon a RBA employee is subject to the Full Board of Directors. Should the complainant not be satisfied with the resolution of the complaint an appeal can be sent to the Executive Director at 6100 Southport Road, Portage, IN. 46368.
- If the complaint is against the service or an employee of a RBA contractor the complaint will be forwarded to the General Manager, or responsible person for the vendor for investigation and disposition. The responsible person for the contractor will respond to the complaint, if required, within thirty days to the RBA Executive Director to forward on to the complainant. A copy of the disposition of the complaint will be kept on file at the RBA. Disciplinary action taken upon a contracted employee is subject to the contractor's personnel policy, and the provisions of the service contract. Should the complainant not be satisfied with the resolution of the complaint an appeal can be made to the RBA Executive Director. (See Above)

### **9.4. General Requirements; Stop Announcements; Service Animals; Respirator & Oxygen Policy**

- On a fixed route system, drivers shall announce stops at transfer points with other fixed routes, major intersections and destination points, and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location.

- On a fixed route system, drivers shall announce stops at any stop or upon request of an individual with a disability.
- On a fixed route system, drivers shall announce stops where vehicles or other conveyances for more than one route serve the same stop, the driver shall provide a means by which an individual with a visual impairment or other disability can identify the proper vehicle to enter or be identified to the vehicle operator as a person seeking a ride on a particular route.
- The vendor shall not refuse to permit a passenger who uses a lift to disembark from a vehicle at any designated stop, unless the lift cannot be deployed, the lift will be damaged if deployed, or temporary conditions at the stop, not under the control of the vendor, preclude the safe use of the stop by all passengers.
- The vendor shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding or disembarking from the vehicle.
- To the extent that they can be accommodated in the areas of the passenger compartment provided for passengers' personal effects, wheelchairs or other mobility aids and assistive devices used by individuals with disabilities, or components of such devices, shall be permitted in the passenger compartment. When the bus is at rest at a stop, the driver shall assist individuals with disabilities with the stowage and retrieval of mobility aides, assistive devices, or other items that cannot be accommodated in the passenger compartment of the bus.
- Paratransit rides are on a first-come, first serve basis regardless of the trip purpose.
- The Vendor shall permit service animals to accompany individuals with disabilities on vehicles. Service animals are defined as animals that are specifically trained to assist individuals with disabilities. Service animals are working animals that perform various tasks, not pets, but trained to guide, alert, or physically assist in movement of the disabled individual. Service animals can be denied service if they exhibit bad or threatening behavior that could pose as a risk to the safety of other passengers or the driver. Repeated documentation of violent or disruptive acts will be reasonable cause to deny future service to noted passenger(s) and their respective service animal(s).
- The vendor shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply, consistent with the applicable Department of Transportation rules on the transportation of hazardous materials.

- If a passenger requests a reasonable accommodation under the ADA guidelines, provide the accommodation and contact the Planning and Transit Director to document the request. All reasonable requests for accommodation under ADA guidelines shall pre-empt any other published rule or policy.
- All RBA public information shall always be available in alternate formats upon request.

### **9.5. Wheelchair Securement Policy**

- All common wheelchairs and their users shall be transported in the Vendor's vehicles. The Vendor is not required to permit wheelchairs to ride in places other than designated securement locations on vehicles. (A "common wheelchair" is defined as mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. A "common wheelchair" does not exceed 30 inches in width and 48 inches in length measured two inches above the ground, and does not weigh more than 600 pounds when occupied. This definition includes power wheelchairs and three-wheeled scooters.)
  - The vendor shall provide and use the securement system to ensure that the wheelchair remains within the securement area. The vendor must assist any person requesting assistance with securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide assistance, they shall do so.
  - The contractor may require that an individual permit his/her wheelchair to be secured. Federal regulations allow service to be denied for safety reasons.
  - The contractor may not deny transportation to a common wheelchair or its user on the grounds that the device cannot be secured or restrained properly by the vehicle's securement system provided the wheelchair meets the common wheelchair definition.
  - The contractor may recommend to a wheelchair user that the individual transfer to a vehicle seat. The contractor cannot demand the individual transfer.
  - The contractor shall permit any individual to use a vehicle's lift or ramp to enter the vehicle upon a person's special request.
  - The contractor shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding and disembarking from the vehicle.

## **9.6. Wheelchair Lift Equipment Failure Policy**

- The driver is responsible for checking the lift and other accessibility features before the start of their service to determine if the accessibility features are operating properly. No paratransit vehicle shall be used in the operation of revenue service with an inoperable lift or other accessibility feature. When an accessibility feature is out of order, the contractor shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.
- The contractor shall inspect all vehicles in daily and monthly inspections and in annual performance reviews. The contractor shall establish other systems of vigilant regular and frequent maintenance checks of lifts and other accessibility features to determine if they are operable.
- If, during the course of operation, a lift device or other accessibility equipment malfunctions, the driver shall contact dispatch immediately. Manual operation may be required by the vehicle operator until such time that the vehicle can be repaired or replaced with minimal service interruption. The driver cannot deny transportation to a disabled passenger on the grounds that the lift is not working, or the securement device is malfunctioning.
- In the case of fixed route bus service, when a lift or accessibility feature is discovered to be inoperable, the contractor shall take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle is returned to service. If there is no spare vehicle available to take the place of a vehicle with an inoperable lift or accessibility feature, such that taking the vehicle out of service will reduce the transportation service the vendor is able to provide, the contractor may keep the vehicle in service with an inoperable lift or accessibility feature for no more than five (5) days (if the vendor serves an area of 50,000 or less population), or three (3) days (if the vendor serves an area of over 50,000 population) from the day on which the lift or accessibility feature is discovered to be inoperable.

## **9.7. Require Practices with Respect to the Americans with Disability Act**

Please be mindful of the following FTA regulations concerning American Disabilities Act and people with disabilities.

- Fixed route drivers are to make stop announcements as detailed in as in the policies and procedures manual.

- All persons using phone services as a dispatcher or other capacity must be knowledgeable in using Indiana Call Relay Service.
- All common wheelchairs and their users shall be transported in the vendor's vehicles for the RBA. The contractor is not required to permit wheelchairs to ride in places other than designated securement locations on the vehicles.
- The contractor shall use the securement system as trained, to secure wheelchairs as provided.
- The contractor may require that a rider permit his/her wheelchair to be secured.
- The contractor may not deny transportation to a wheelchair or its user on the grounds that the device cannot be secured or secured satisfactorily by the vehicle's securement system
- When necessary or upon request, the contractor's transportation personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide assistance, they shall do so.
- The contractor shall permit individuals with disabilities who do not use wheelchairs, including ambulatory persons, to use a vehicle's lift system to enter.
- The contractor shall permit service animals to accompany individuals with disabilities in vehicles and facilities. The service animals do not need to be certified as such.
- The contractor shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply, consistent with applicable DOT regulations.
- The contractor shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding and disembarking from the vehicle.
- The contractor will inspect compliance with ADA regulations via monthly inspections and annual performance reviews.
- When a lift, ramp, or other accessibility equipment fails, the RBA requires the contractor's operator to report the malfunction immediately. Manual operation may be required by the vehicle operator until such time that the vehicle can be repaired or switched with a minimal service interruption.

- The RBA complaint procedure must be followed at all times. Forms are accessible and in alternate format upon request. Assistance in completing the form is also available upon request.
- Personal Care Attendants ride for free on all paratransit vehicles.
- If a passenger requests a reasonable accommodation under the ADA, provide the accommodation and contact the Planning and Transit Director to document the request.

### **9.8. Paratransit Service Visitor Policy**

**This Visitor Policy is available in alternate formats upon request.**

For the period of the visit, the visitor will be treated exactly like an eligible local user, without any higher priority being given to either.

A visitor is defined as someone who does not reside in the jurisdiction served by the RBA.

The certification process for a visitor is as follows:

1. If an out-of-town individual is seeking to utilize the RBA paratransit service and is certified by another transit system as ADA eligible, the RBA will honor this certification. The individual must contact the RBA, and a temporary certification card will be issued.
2. If an out-of-town individual does not have ADA certification by another transit system but makes a claim of eligibility, that claim will be honored subject to the following provisions:

Proof that the individual is not a resident living within the local fixed route service area and, in some instances, whereby the impairment is not evident, medical documentation from a health care provider may be required.

3. Eligible visitors will be served for no more than 21 days.
4. Visitors who expect to reside within this service area longer than 21 days should apply for a regular eligibility as soon as he/she arrives.
5. Visitors are subject to the same guidelines as local participants.

## **9.9. Paratransit Service Appeal Policy**

When the Deputy Manager for Paratransit Services has denied an applicant to participate in the RBA Paratransit Program and the applicant wishes to appeal, the following steps must take place:

1. The applicant must appeal the decision in writing no later than 10 days of notification of denial. If an applicant can not write or have difficulty filling an appeal they can contact the RBA Planning and Transit Director, Mr. Ken Dallmeyer at (219) 762-4767 within the 10 day and file the appeal per, phone call.
2. The RBA Planning and Transit Director will review the appeal.
3. Once the appeal has been reviewed, the RBA Planning and Transit Director, will forward a written decision regarding the appeal to the applicant no later than 30 days from the receipt of the appeal.
4. A copy of the written appeal will be kept on file.

**Paratransit Service Appeal Policy is available in alternate formats upon request.**

## **9.10. Sanctions Policy**

**This Policy is available in alternate formats upon request.**

Sections 37.125(h) of the Americans with Disabilities Act allows complementary paratransit service to be suspended for a reasonable period of time, in cases where an individual consistently misses scheduled appointments. The following is the Regional Bus Authority policy to suspend for a reasonable period of time, the provision of Complementary Paratransit Service to ADA eligible individuals who establish a pattern of practice of missed scheduled trips.

- Sanctions will not apply to trips that are missed for reasons beyond the participant's control.
- Scheduling problems, late pickups, and other operations problems are not attributed to the participants and are not subject to the sanctions policy.
- Participants are required to cancel a scheduled trip at least one hour prior to the scheduled pick up time. If an individual does not contact the service provider at least one hour prior to the scheduled pick up time to cancel the trip, the participant will be considered a "no show" for that particular trip.

- Service will be suspended for a period of 30 days for any participant who accumulates a total of six (6) no show trips for a six month period. Each six month period will be monitored individually with the first six month period being January 1<sup>st</sup> through June 30<sup>th</sup>, and the second six month period being July 1<sup>st</sup> through December 31<sup>st</sup>. No show trips from one six month period will not be carried over to the next second six months time period.
- Participants will be contacted by RBA officials to determine if the reason for the no show was due to a service problem. If it is determined that the no show was due to a service problem, the incident will not be subject to the sanction policy.
- If a participant accumulates a total of six no shows for a six month period, the participant will be notified in writing by RBA officials that a 30 day suspension of service is being proposed. This notification will include the basis for the proposed suspension of service, and the process for appealing the proposed suspension.
- If the participant wishes to file an appeal to the proposed 30 day suspension of service, they must do so in person or in writing within 10 days of the receipt of the notification to suspend services.
- A written notification of the decision regarding the appeal and the reasons, upon which the decision was made, will be forwarded to the participant no later than 30 days from the day of the receipt of the appeal. **Please consult the complaint, grievance & appeal procedures included with this information.**
- The proposed 30 day suspension of service will not be implemented until the appeal process has concluded.